AGILOFT SERVICES AGREEMENT

Version 1.0 (last updated April 11, 2025)

This Agiloft Services Agreement is between Agiloft, Inc. ("**Agiloft**") and the organization executing the Order or Statement of Work referencing or otherwise incorporating this Agreement ("**Customer**"). This Agreement is effective as of the date of the last signature to the first Order between Agiloft and Customer ("**Effective Date**"). This Agiloft Services Agreement may be updated from time to time; however, for each Order, the terms in the Agiloft Services Agreement in effect on the date the Order is executed will apply for the duration of the Subscription Term. Agiloft or Customer may be referred to individually as a "party" or collectively as the "parties".

1. **ORDERING**

   1.1. **Subscription Services**. Upon execution by the parties of the Order, Agiloft will deliver to Customer the Subscription Services and Support described in the Order for the Subscription Term. Unless the parties agree otherwise in writing, increases in the Subscription Services purchased during a Subscription Term will have a prorated term ending concurrently with the then-current Subscription Term.

   1.2. **Affiliate Orders**. A Customer Affiliate may enter into its own Order under this Agreement, in which case the Customer Affiliate agrees to be bound by the terms of this Agreement as if the Customer Affiliate was the Customer.

   1.3. **Renewals**. Renewal terms, if any, and whether the Subscription Services renew automatically, will be set forth in the applicable Order. If the payment for the renewal is received after the expiration of the Order, so that this Agreement would have expired under its terms, this Agreement will be renewed retroactively, and all provisions will be deemed to have been in effect continuously from the renewal date.

2. **PROVISION OF THE SERVICES**

   2.1. **Subscription Services**. Agiloft grants Customer a non-exclusive right to access and use the Subscription Services for Customer's own business purposes during the Term and Customer may access and use the Subscription Services in accordance with the Agreement. This includes the right for Customer to copy and use Agiloft Software, Documentation, and Assistive Materials for its own internal business purposes solely in connection with its access and use of the Subscription Services. This right is sublicensable solely to Customer's Users and Authorized Service Providers so long as they comply with the terms of this Agreement.

   2.2. **Limited Right to Customer Data**. Subject to this Agreement, Agiloft may access and use Customer Data solely to provide and maintain the Services under this Agreement. This limited right extends to Agiloft subcontractors. Use of Customer Data includes sharing Customer Data as Customer directs through the Subscription Services, but Agiloft will not otherwise disclose Customer Data to third parties except as permitted in this Agreement or to Customer's Authorized Service Providers as requested by Customer.

   2.3. **AI Applications**. Customer Data is not used to train AI Applications or AI Models without Customer's explicit prior written consent. Customer's use of AI Applications is subject to the following terms: (a) use of any AI Applications must be in compliance with this Agreement and applicable law; (b) while Inputs and Outputs are owned by Customer, Agiloft retains all ownership of and rights to the AI Applications, including all code, algorithms, models, prompts developed by Agiloft, application programming interfaces, plug-ins, processes, features, and functionality used to provide the AI Applications; (c) Customer is solely responsible for all use of the Outputs, including, without limitation, for evaluating the accuracy and appropriateness of Output for Customer's use case and acknowledges that Output may not be accurate, reliable, or unique; and (d) use of AI Applications must be consistent with the relevant provisions of the AI Acceptable Use Policies.

   2.4. **Beta Services**. Agiloft may make Beta Services available to Customer from time to time. Despite anything to the contrary in the Agreement: (a) Customer may choose to use Beta Services in its sole discretion and use of the Beta Services is limited to Customer's internal use to test or evaluate the Beta Services in accordance with the restrictions set forth in this Agreement that apply to the use of the Subscription Services; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Support Services; (d) Beta Services may not have been subjected to the same security measures and auditing as the Subscription Services; and (e) AGILOFT MAKES NO WARRANTIES FOR BETA SERVICES AND WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES – ANY USE OF BETA SERVICES IS "AS IS" AND AT CUSTOMER'S OWN RISK.

   2.5. **Modifications**. Agiloft may update its Subscription Services periodically. If an update materially reduces the overall Subscription Services functionality, and Agiloft is not able to correct the non-compliance in accordance with Section 9.2 (Limited Warranty) Customer may choose to terminate the Agreement in accordance with Section 14.2 (Termination). This termination right does not apply to updates made to Beta Services. New functionality included in updates may be subject to additional terms and conditions set forth in the Supplemental Terms. Should Customer

elect to use such new functionality, such use must comply the Supplemental Terms that are in effect on the date the new functionality is released.

2.6. Maintenance and Support. Maintenance and Support for the Subscription Services will be provided in accordance with the Support Addendum.

2.7. Service Levels. Agiloft's provision of Subscription Services is subject to the service level standards set forth in the Service Level Addendum.

2.8. Professional Services. Professional Services will be performed in accordance with the Professional Services Addendum and applicable Statement of Work.

2.9. Third-Party Services. The Subscription Service may contain features designed or able to interoperate with Third-Party Services. Should Customer choose to use such features or to enable integrations and exchange Customer Data with Third-Party Services, Customer may be required to obtain access to the Third-Party Service from its provider and to grant the Subscription Services access to the Third-Party Service. In addition, Customer may install or enable Third-Party Services for use with the Subscription Services, which may require Customer to grant permission to the provider of the Third-Party Service to access the Subscription Services. Customer's use of any Third-Party Service is governed by its agreement with the relevant provider, not this Agreement, and Agiloft is not responsible for Third-Party Services or how their providers use Customer Data. Agiloft does not warrant or support Third-Party Services and is not responsible for the availability or operation of the Subscription Services to the extent that such availability or operation depends on the Third-Party Service.

3. CUSTOMER OBLIGATIONS

3.1. Users. Customer is responsible for provisioning and managing User accounts and for its Users' compliance with this Agreement. Customer must use reasonable efforts to prevent unauthorized access to or use of the Subscription Services and to notify Agiloft promptly of any unauthorized access or use of the Services.

3.2. Use Limits. Use of the Subscription Services is subject to the limits (including type of user and number of users) set forth in the applicable Order. Use of the Subscription Services that exceeds the limits set forth in the Order will be invoiced to Customer in accordance with Section 12 (Payment) of this Agreement.

3.3. Restrictions. Customer will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Subscription Services (in whole or part), grant non-Users access to the Subscription Services, or use the Subscription Services to provide a hosted or managed service to others; (b) reverse engineer, decompile or seek to access the source code of the Subscription Services, except to the extent these restrictions are prohibited by applicable law and then only upon advance notice to Agiloft; (c) copy, modify, create derivative works of or remove proprietary notices from the Subscription Services; (d) conduct security or vulnerability tests of the Subscription Services without Agiloft's prior written consent, or interfere with its operation or circumvent its access restrictions; (e) impose (as reasonably determined by Agiloft) a disproportionate burden on the Subscription Services infrastructure; or (f) use the Subscription Services (i) to develop a product that competes with the Subscription Services or to provide access to the Subscription Services to an Agiloft competitor, (ii) for benchmarking or competitive analysis of the Subscription Services; (iii) for any unlawful purpose or in an unlawful manner, to violate the rights of others, or in violation of this Agreement; (iv) to store or transmit Malicious Code, or (v) for High Risk Activities. Should Customer violate this Section 3, Agiloft has the right to suspend Customer's use of the Subscription Services under Section 13 (Suspension) until the violation is fixed without any prejudice to Agiloft's ability to terminate under Section 14.2 (Termination).

4. CUSTOMER DATA

4.1. Ownership. Customer owns all Customer Data. Customer may also provide Input to and receive Output from the Subscription Services. As between Customer and Agiloft, to the extent permitted by applicable law, Customer: (a) retains all ownership rights in Input; and (b) owns all Output. Agiloft assigns to Customer all Agiloft rights, titles, and interests, if any, in and to Output.

4.2. Data Export. Customer Data may be exported by Customer at any time while this Agreement is in effect, using the standard administrative interface.

4.3. Customer Obligations. Customer is solely responsible for Customer Data and represents and warrants that it has all required rights, licenses, and permissions required in the Customer Data as is required for Agiloft to provide the Services under this Agreement. Agiloft does not use Customer Data to develop or improve the Services without Customer's explicit prior written consent.

5. SECURITY

5.1. Security Measures. Agiloft will use appropriate organizational, physical, and technical precautions to protect the security of Customer Data, including measures for preventing access, use, modification or disclosure of Customer Data by Agiloft's employees and Subcontractors except: (a) to provide the Subscription Services, or (b) as compelled

by law in accordance with Section 7.3 (Permitted Disclosure).

5.2. Security Audit Reports. Agiloft has completed audits, conducted by an independent auditor, that evaluated the design and effectiveness of Agiloft's security policies, procedures, and controls for the Subscription Services. Customer may obtain copies of these documents through Agiloft's Trust Portal. All information available in the Trust Portal, including Agiloft's security audit reports, is Agiloft Confidential Information.

5.3. Customer Obligations. Customer is responsible for the use of the Subscription Services by its Users and will notify Agiloft of any suspected security breach of the Subscription Services without undue delay by emailing infosec@agiloft.com.

5.4. Privacy. If Customer uses the Subscription Services to process "personal data" or "personal information" as defined under applicable law, the parties agree to comply with the DPA.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1. Reserved Rights. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Agiloft's express rights in this Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data (including all Input and Output). Except for Customer's express rights in this Agreement, as between the parties, Agiloft and its licensors retain all Intellectual Property Rights in the Services, Documentation, Assistive Materials, Usage Data, and any related materials.

6.2. Feedback. Customer is not required to provide Feedback. However, if Customer (including its Users or Authorized Service Providers) provides Feedback, Agiloft may use the Feedback without restriction or obligation, except that Agiloft will not identify Customer, its Users, or its Authorized Service Providers as the source of the Feedback without Customer's express prior written approval. ALL FEEDBACK IS PROVIDED "AS IS".

6.3. Usage Data. Agiloft may collect and analyze Usage Data. Insights from Usage Data may be used by Agiloft to improve and enhance the Subscription Services and to market or publish general information and statistics related to the Subscription Services. Agiloft represents and warrants that any disclosure of insights or other information derived from Usage Data will be anonymized and aggregated so that it does not identify, and cannot be used to identify, Customer, Users, Customer Data, or "personal data" or "personal information" as defined under applicable law. Usage Data is also required for Customer to use certain Subscription Services functionality.

6.4. Government Rights. To the extent applicable, the Subscription Service is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Subscription Service is governed solely by the terms of this Agreement, and all other use is prohibited.

7. **CONFIDENTIALITY AND PUBLICITY**

7.1. Standard of Protection. Each party shall keep in confidence all Confidential Information belonging to the other. The receiving party shall protect the disclosing party's Confidential Information by using no less than the same degree of care as the receiving party uses to protect its own Confidential Information.

7.2. Exceptions. The obligations in Section 7.1 (Standard of Protection) do not apply to information that (a) is publicly known through no fault of the receiving party, (b) was properly and lawfully known to the receiving party, without restriction, prior to disclosure by the disclosing party, (c) became properly and lawfully available to the receiving party through a third party, or (d) was independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.

7.3. Permitted Disclosure. The receiving party may disclose Confidential Information only to its employees, Subcontractors, Affiliates, Authorized Service Providers, and agents who have a need to know and are bound by confidentiality obligations no less restrictive than those in this Agreement. The receiving party will be responsible for any breach by its employees, Subcontractors, Affiliates, Authorized Service Providers, and agents. The receiving party may also disclose Confidential Information to the extent required by law. If legally permitted to do so, the receiving party must provide prompt notice to the disclosing party of the compelled disclosure and reasonable assistance to the disclosing party should the disclosing party wish to contest the compelled disclosure.

7.4. Publicity. Agiloft may use Customer's name, logo, and marks to identify Customer in marketing materials and on Agiloft's website, solely in accordance with brand guidelines that Customer makes available to Agiloft. In addition, Customer agrees: (a) to serve as a reference for prospective Agiloft customers and partners at Agiloft's reasonable request; and (b) to provide a review or case study regarding Customer's use of the Subscription Services which Agiloft may release publicly, subject to Customer's prior review and approval.

8. **COMPLIANCE**

8.1. Compliance with Laws. Each party will comply with all applicable laws that apply to its performance under this

Agreement including, without limitation, anti-corruption and anti-terrorism laws. The parties represent and warrant that they have not received or offered any improper or illegal bribe, payment, gift, or other item of material value from an employee or agent of the other party in connection with the Agreement.

8.2. Export Compliance. Each party represents and warrants that it has not been designated as a person who or that is prohibited from receiving certain technical data by any foreign or U.S. governmental agency, including the U.S. Treasury Department (under its List of Specially Designated Nationals) or the U.S. Commerce Department (under its Denied Persons or Entity List). Customer agrees (a) not to export or re-export, directly or indirectly, any regulated technical data, alone or embodied in any product, in violation of any U.S. or foreign export control laws or regulations and (b) not to use any regulated technical data, alone or embodied in a product, for purposes prohibited by any U.S. or foreign export control laws or regulations, including for nuclear, chemical or biological weapons proliferation purposes.

9. WARRANTIES AND DISCLAIMERS

9.1. Mutual Warranties. Each party represents and warrants that (a) it is authorized and able to execute this Agreement and lawfully perform its obligations under this Agreement; and (b) it will use industry-standard measures to avoid introducing Malicious Code into the Subscription Services.

9.2. Limited Warranty. During the Subscription Term, Agiloft warrants that the Supported Versions will perform materially in accordance with the Documentation and Agiloft will not materially decrease the overall functionality of the Supported Versions during the Subscription Term. In the event of a breach of this limited warranty, Agiloft's sole obligation and Customer's sole remedy is as provided in this Section 9.2. To receive any warranty remedy, Customer must promptly notify Agiloft in writing of the claimed breach of this warranty. Agiloft will use reasonable means to correct the non-conformity in accordance with the Support Addendum. If Agiloft is unable to correct the non-conformity, Customer may terminate this Agreement under Section 14.2 (Termination).

9.3. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THE AGREEMENT, TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND AGILOFT, ITS AFFILIATES, AND ITS LICENSORS MAKE NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES: (a) THAT AGILOFT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES, THIRD-PARTY CONTENT, AUTHORIZED SERVICE PROVIDERS, MISUSE OR UNAUTHORIZED MODIFICATIONS TO THE SERVICES, CUSTOMER DATA, OR DELIVERY OF PROSPECTIVE FUNCTIONALITY OR FEATURES; (b) AGILOFT IS NOT AN ATTORNEY OR LAW FIRM OR A SUBSTITUTE FOR AN ATTORNEY OR LAW FIRM AND AGILOFT CANNOT AND DOES NOT PROVIDE ANY KIND OF ADVICE, EXPLANATION, OPINION, OR RECOMMENDATION ABOUT POSSIBLE LEGAL RIGHTS, REMEDIES, DEFENSES, OPTIONS, SELECTION OF FORMS, OR STRATEGIES; AND (c) THE SUBSCRIPTION SERVICES MAY HAVE FEATURES THAT USE AI MODELS AND THAT THESE EXHIBIT VARYING DEGREES OF ACCURACY IN PRODUCING RESULTS.

10. INDEMNIFICATION

10.1. Agiloft Indemnification. Agiloft will, at its own expense, defend and indemnify Customer and its employees, officers, and directors, against any liabilities, damages, and costs (including reasonable attorneys' fees and expenses) payable to a third party arising out of a claim or action brought against Customer by a third party: (a) alleging that Customer's use of the Subscription Services infringes, misappropriates, or otherwise violates the third party's Intellectual Property Rights; or (b) resulting from unauthorized disclosure and misuse of Customer Data directly resulting from Agiloft's breach of its obligations under Section 2.2 (Limited Right to Customer Data) or Section 5.1 (Security Measures).

10.2. Exclusions. Notwithstanding the foregoing, Agiloft will have no indemnification obligations for any claim arising from: (a) Customer Data, Third-Party Services, or other materials provided by or on behalf of Customer; (b) the combination of the Subscription Services with equipment, devices, or software not supplied by Agiloft, if a claim would not have occurred but for the combination; (c) Customer's, and its User's and Authorized Service Provider's, use of the Subscription Services other than in accordance with this Agreement or in a manner inconsistent with the Documentation; or (d) use of an outdated release version of the Subscription Services that Agiloft no longer supports or warrants.

10.3. Mitigation. Should Agiloft reasonably determine that Customer's use of the Subscription Services is likely to be enjoined due to alleged infringement or misappropriation of a third party's Intellectual Property Rights, Agiloft, at is sole discretion and expense, will have the right to: (a) modify the Subscription Services to make it non-infringing while retaining substantially equivalent functionality; (b) procure the right for Customer to continue using the Subscription Services at no cost to Customer; or (c) if sub-sections 10.3(a) and 10.3(b) are not commercially reasonable, terminate the applicable Order and refund to Customer the pro-rata amount of any pre-paid and unused Fees for the Services.

10.4. Customer Indemnification. Customer will, at its own expense, defend and indemnify Agiloft and its employees, officers, and directors, against any liabilities, damages, and costs (including reasonable attorneys' fees and expenses)

payable to a third party arising out of a claim or action brought against Agiloft by a third party: (a) alleging that Customer Data, Third-Party Services, or any materials provided by or on behalf of Customer, infringes, misappropriates, or otherwise violates the third party's Intellectual Property Rights; or (b) resulting from a breach of Customer's obligations under Section 3.3 (Restrictions).

10.5. Indemnification Process. A party's indemnification obligation is subject to the party seeking indemnification: (a) providing the indemnifying party with prompt written notice of the claim; (b) granting the indemnifying party sole control of the defense and settlement of the claim, although any settlement or compromise of a claim requiring a party to admit liability or take (or refrain from taking) action will require that party's prior written consent, which will not be unreasonably delayed, withheld, or conditioned; and (c) providing the indemnifying party all reasonable information and assistance in the defense of such claims. A party may participate in its own defense at its own expense, so long as it does not interfere with the indemnifying party's rights under Section 10.5(b).

10.6. Exclusive Remedy. PROVIDED THAT THE INDEMNIFYING PARTY ADHERES TO ITS OBLIGATIONS UNDER THIS SECTION 10, THIS SECTION 10 STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR THE CLAIMS DESCRIBED IN THIS SECTION 10.

11. LIABILITY

11.1. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR SPECIAL CLAIMS AND EXCLUDED CLAIMS, THE MAXIMUM AGGREGATE AMOUNT THAT EITHER PARTY CAN BE HELD LIABLE FOR IN RELATION TO THE AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITABLE LEGAL THEORY, OR OTHERWISE, WILL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO AGILOFT FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (the "**Cap**"). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION.

11.2. Excluded Damages. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR SPECIAL CLAIMS AND EXCLUDED CLAIMS, IN NO EVENT WILL EITHER PARTY, INCLUDING THEIR AFFILIATES AND SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND REGARDLESS OF WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.3. Special Claims. A party's breach of its obligations in Section 5 (Security), Section 6 (Confidentiality), or Section 8 (Compliance) are "**Special Claims**" subject to a higher liability cap. TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE AMOUNT THAT EITHER PARTY CAN BE HELD LIABLE FOR IN RELATION TO THE SPECIAL CLAIMS WILL NOT EXCEED THREE TIMES (3X) THE CAP.

11.4. Excluded Claims. Nothing in this Agreement excludes or limits a party's liability to the other for the following "**Excluded Claims**": (a) a party's gross negligence, willful misconduct, fraud, or fraudulent misrepresentation; (b) a party's misappropriation of the other party's trade secrets or infringement of the other party's copyrights or trademarks; (c) a party's obligations under Section 10 (Indemnification); (d) Customer's obligation to pay Fees and Taxes; or (e) anything else for which liability cannot be excluded or limited under applicable law.

12. PAYMENT

12.1. Fees. Customer will pay all Fees set forth in the Order in accordance with the payment terms set forth in the Order. All Fees due to Agiloft are non-cancelable and non-refundable except as expressly set out in this Agreement. Unless the Order states otherwise, payment is due thirty days from the date of the invoice. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by law, whichever is less, including all related reasonable expenses and fees incurred by Agiloft in collecting such overdue amounts. Agiloft may suspend (under Section 13) or terminate (under Section 14) the Subscription Services if payment is past due and not subject to a good faith dispute.

12.2. Taxes. Customer is responsible for all Taxes and Agiloft will charge Customer for Taxes when required to do so.

12.3. Payment Disputes. If Customer disputes an invoice in good faith, it will notify Agiloft within fifteen days after the invoice date and the parties will seek to resolve the dispute over a fifteen-day discussion period. Customer is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies under this Agreement.

12.4. Purchase Orders. If Customer requires the use of a purchase order, Customer is responsible for providing the applicable purchase order no later than three days after Customer's execution of the Order. Customer agrees to provide any subsequent purchase orders during the Subscription Term without delay and in accordance with the

schedule set forth in the Order.

13. SUSPENSION

13.1. Suspension. Agiloft may suspend Customer's access to the Subscription Services and related services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Agiloft is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of applicable law. Once the Suspension Event is resolved, Agiloft will promptly restore Customer's access to the Subscription Services in accordance with this Agreement.

14. TERM AND TERMINATION

14.1. Term. This Agreement will remain in effect for the Term.

14.2. Termination. Either party may terminate the Agreement, including all Orders and Statements of Work, upon written notice, if the other party: (a) materially breaches this Agreement and fails to cure the breach within thirty days after receipt of written notice from the non-breaching party; or (b) ceases its business operations or becomes subject to insolvency proceedings that is not dismissed within sixty days of its commencement.

14.3. Effects of Termination. If this Agreement expires or is terminated: (a) the licenses granted by Agiloft to Customer with respect to the Services will cease immediately; and (b) Agiloft will delete all Customer Data from its systems within thirty days after the termination or expiration of the Agreement, unless Agiloft is legally required to retain it for a longer period. Termination or expiration of the Agreement will not affect any rights or obligations, including payment obligations, which have accrued under this Agreement up to the date of termination. In the event Customer terminates this Agreement for cause under Section 14.2(a), Agiloft will refund to Customer the pro-rata amount of any pre-paid and unused Fees for the Services as of the date of termination.

14.4. Survival. Any provision that is necessary for the proper interpretation, administration, or enforcement of the Agreement will survive the expiration or termination of the Agreement for any reason.

15. DISPUTE RESOLUTION

15.1. Informal Dispute Resolution. Each party agrees to participate, in good faith, in informal and confidential dispute resolution prior to bringing any claim against the other in a court of competent jurisdiction.

15.2. Governing Law and Jurisdiction. This Agreement will be governed by Delaware law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services will be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware. The provisions of the United Nations Convention on the International Sales of Goods will not apply to this Agreement. Notwithstanding the foregoing, the parties agree that in the event of a material breach of Section 3.3 (Restrictions), or Section 7 (Confidentiality), the non-breaching party is entitled to seek injunctive relief in any court of competent jurisdiction without limiting its other rights and remedies.

16. GENERAL PROVISIONS

16.1. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement incorporates by this reference all Orders, Statements of Work, and other documents referred to in this Agreement. The parties acknowledge and agree that any terms and conditions included in any purchase order, vendor portal or any similar Customer specific invoicing process are void and will not apply between the parties or to Customer's purchase of Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

16.2. Notices & Communications. Where notice is required by this Agreement, notice must be sent via email, first class, airmail, or overnight courier, and notice is deemed given when received. Notices to Agiloft must be sent to Agiloft Legal at legal@agiloft.com, with a copy to Agiloft, Inc., Attn: Legal, 303 Twin Dolphin Drive, Floor 6, Redwood City, CA 94065, United States. Billing-related notices to Agiloft must be sent to ar@agiloft.com. Notices to Customer will be sent to the Customer's applicable notice contact listed in the Order. Communications from Agiloft regarding updates, new releases, maintenance, or other general updates about Agiloft's Services and Documentation (including updates to the Subprocessor List) may be provided by email to the Customer Notifications Contact(s).

16.3. Order of Precedence. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: (a) the Agreement and, as applicable, addendums and amendments to the same; and (b) the Order or Statement of Work and, as applicable, addendums and amendments to the same.

16.4. Assignment. This Agreement cannot be assigned other than as permitted under this Section 16.4. Agiloft may assign

this Agreement to an Affiliate without notice or Customer consent. Either party may assign this Agreement to a successor to substantially all the respective party's assets or business. This Agreement will be binding upon the parties and their respective successors and permitted assigns. Any other assignment of any rights or obligations under this Agreement, whether by operation of law or otherwise, must not be made without the other party's prior written consent, which will not be unreasonably withheld, delayed, or conditioned.

16.5. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

16.6. Subcontractors & Authorized Service Providers. Agiloft may use subcontractors for carrying out its obligations under this Agreement. Customer may use Authorized Service Providers, provided that the Authorized Service Provider is not an Agiloft competitor. Each party remains responsible for their respective obligations under this Agreement and for any breach of this Agreement by their respective subcontractors or Authorized Service Providers.

16.7. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement, and it is each party's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

16.8. Force Majeure. Except for payment obligations, neither party will have any liability for failures or delays resulting from a Force Majeure Event.

16.9. Waiver & Severability. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

17. DEFINITIONS

"**Add-on Services**" means optional Agiloft applications or functionality that may be purchased by Customer in an Order, such as Sourcing and Supplier Information Management (SSIM) and Agiloft Integration Hub, which may be subject to additional terms and conditions set forth in the Supplemental Terms.

"**Affiliate**" means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.

"**Agiloft Community**" means Agiloft's online customer community at: https://community.agiloft.com/home. Use of the Agiloft Community is subject to the online Community Terms and Conditions: https://community.agiloft.com/termsandconditions.

"**Agiloft Help Wiki**" means the Documentation, Assistive Materials, and other information made available by Agiloft at: https://wiki.agiloft.com.

"**Agiloft Software**" means any Agiloft software, tools, developer kits, application programming interfaces (APIs), plug-ins or other similar materials provided by Agiloft and intended to be used solely in connection with, or to enable, Customer's use of Agiloft's cloud-based services described in the Order.

"**Agreement**" means this Agiloft Services Agreement and each Order and Statement of Work, including any exhibits or other documents incorporated by reference.

"**AI Acceptable Use Policies**" means the policies established by Agiloft AI Service Providers that apply to Customer's use of certain AI Applications which are set forth in the Supplemental Terms.

"**AI Applications**" means functionality, features, applications, or services that are powered by artificial intelligence, machine learning, large language models (LLMs), or similar technologies made available by Agiloft as part of the Subscription Services as specified in the applicable Order.

"**AI Models**" means any deep-learning, machine learning, AI models, or related technologies trained by Agiloft or AI Service Providers.

"**AI Service Providers**" means third-party AI service providers listed in the Subprocessor List.

"**Assistive Materials**" means Agiloft online user guides and other help and training materials that Agiloft makes generally available to its customers at no additional cost including courses, quizzes, and videos.

"**Authorized Service Provider**" means a third-party service provided engaged by or on behalf of Customer, to perform services related to the Subscription Services (e.g., to implement, advise upon, maintain, or administer the Subscription Services) where the third-party service provider must access and use the Subscription Services to provide their services to Customer.

"**Beta Services**" means services or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

"**Confidential Information**" means information disclosed by or on behalf of one party (as discloser) to the other party (as

recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as "confidential" or "proprietary" or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure including, without limitation, Customer Data, business information or ideas, trade secrets, proprietary data, personnel data, suppliers, procedures, cost of merchandise, performance information, sales data, price lists, financial information, business plans, roadmaps, prospect names, business opportunities, business reports, customer lists, data or contracts, computer software usage, technical reports on products and services, product data or specifications, security-related reports and information, technical know-how, formulae, diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects or product development.

"**Customer Data**" means any data, content, information, or materials that are submitted, collected, processed, or managed by or for Customer (including its Users and Authorized Service Providers) in connection with Customer's use of the Subscription Service. Customer Data includes Input and Output and does not include Usage Data.

"**Customer Notifications Contact(s)**" means one or more User(s) with system administrator privileges designated by Customer in the Support Portal to receive outbound communications from Agiloft including notices under the Agreement in accordance with the instructions set forth in the Agiloft Community at: https://community.agiloft.com/home. Customer must designate at least one Customer Notifications Contact and is responsible for updating and maintaining this information.

"**DPA**" means the Agiloft Data Processing Addendum at: https://www.agiloft.com/terms-policies/data-processing-addendum/.

"**Documentation**" means standard usage documentation (including specifications) relating to the Subscription Services made available by Agiloft to Customer.

"**Fees**" means the amount(s) Customer agrees to pay to Agiloft, excluding Taxes and expenses, for the Services as set forth in an Order.

"**Feedback**" means any comments, modifications, corrections, enhancements, suggestions, or other input related to the Services, including Documentation and Assistive Materials, provided under this Agreement.

"**Force Majeure Event**" means an event beyond a party's reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, widespread, non-targeted denial of service attack, cloud service provider failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event's effects.

"**High Risk Activities**" means activities where use or failure of the Subscription Services could lead to death, personal injury or environmental damage, including, without limitation, life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Input**" means Customer Data to be processed by AI Applications including, but not limited to, contracts and related documents, and prompts and natural language questions posed in the AI Applications.

"**Intellectual Property Rights**" means all registered or unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, and moral rights.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order**" means the applicable ordering documents (e.g., order form, change order, Statement of Work, quotation, quote) signed by both parties for Customer's purchase of Services.

"**Output**" means data generated and returned by AI Applications processing the Input.

"**Professional Services**" means consulting, advisory, implementation, or other professional services described in an Order to be provided by Agiloft to Customer.

"**Professional Services Addendum**" means the addendum attached to the first Order for Professional Services containing the terms and conditions for the provision of Professional Services by Agiloft.

"**Service Level Addendum**" means the Agiloft Service Level Addendum at: https://www.agiloft.com/terms-policies/service-level-addendum/.

"**Services**" means the Subscription Services (including Support) and, if applicable, Professional Services.

"**Statement of Work**" or "**SOW**" means a statement of work signed by Agiloft and Customer for the provision of Professional Services by Agiloft.

"**Subprocessor List**" means the Agiloft Subprocessor List at: https://www.agiloft.com/privacy-policy/subprocessors/.

"**Subscription Services**" means the Agiloft cloud-based services described in the Order provided by Agiloft to Customer for the Subscription Term including Agiloft Software and Add-on Services (if applicable), and any modifications to the same made during the Subscription Term, excluding Third-Party Services, Professional Services, and Beta Services. Certain functionality or

applications may be subject to additional terms and conditions set forth in the Supplemental Terms.

"**Subscription Term**" means the applicable term set forth in the Order for the Subscription Services (and Support) and any renewal terms for the same.

"**Supplemental Terms**" means the Agiloft Supplemental Services Terms at: https://www.agiloft.com/terms-policies/supplemental-terms/.

"**Support**" means Agiloft standard technical support or enhanced technical support purchased by Customer as specified in the Order provided in accordance with the Support Addendum.

"**Support Addendum**" means the Agiloft Support Addendum at: https://www.agiloft.com/terms-policies/support-addendum/.

"**Support Porta**l" means Agiloft's web-based support portal, available twenty-four hours a day, seven days a week, for submitting tickets and questions and tracking support tickets.

"**Supported Versions**" means the most recent release version (numbered sequentially in whole numbers as Release 27, 28, 29, etc.) of the Subscription Services and the immediately prior release version of the Subscription Services for a period of not less than 6 months after the current release was first made available, excluding Beta Services.

"**Suspension Event**" means (a) Customer's account is thirty days or more overdue, (b) Customer is in breach of Section 2.1 (Subscription Services), Section 3.3 (Restrictions), or Section 8 (Compliance), or (c) Customer's use of the Subscription Services risks material harm to the Subscription Services or others.

"**Taxes**" means any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign, other than Agiloft's income tax.

"**Third-Party Service**" means any solution, application programming interface, program, script, software, service, product, or platform provided by or on behalf of Customer, that interoperates with the Subscription Services.

"**Trust Portal**" means the portal through which Customer may obtain up-to-date information about Agiloft's security measures, practices, certifications, and audit reports, at https://trustportal.agiloft.com/.

"**Usage Data**" means statistical data, trends, and usage information generated from Customer's use of the Services, but not including the contents of Customer Data.

"**User**" means an individual authorized by Customer to access and use the Subscription Services.