# Master Subscription and Services Agreement

*Last updated: July 30, 2026*

This MASTER SUBSCRIPTION AND SERVICES AGREEMENT (***"Agreement"***) is entered into as of the date last signed below (the ***"Effective Date"***) between Nasuni Corporation, a Delaware corporation having its principal place of business at One Marina Park Drive, Boston, MA 02210, together with its Affiliates, (***"Nasuni," "we," "our,"*** or ***"us"***) and the Customer, together with its Affiliates, (***"Customer," "you,"*** or ***"your"***), and sets forth the terms and conditions governing the purchase, use, or trial of Solutions sold by Nasuni pursuant to your Order(s). The terms of such Order(s) shall take precedence over any inconsistent terms in the Agreement. This Agreement includes the General Terms in Exhibit A, the Additional Terms for Professional Services in Exhibit B, all Orders, and any and all other referenced exhibits, addenda, policies and attachments.

If you have ordered the Solutions through a Nasuni Partner via an online marketplace, the applicable payment terms between you and the Partner or online marketplace shall apply to your Order(s), but all other terms of this Agreement, as between you and Nasuni, shall govern your use of the Solutions. The Partner/online marketplace is responsible for the accuracy of any such Order and any payment obligations. Partners/online marketplaces are not authorized to make any promises or commitments on our behalf, and Nasuni is not bound by any obligations to you other than what we specify in this Agreement.

If you are using a trial subscription of one or more Solutions, the Solutions will be accessible until the end of the trial period specified on your Order (a ***"Trial Period"***). During a Trial Period, the Solutions are provided "AS-IS" and without warranty for your internal evaluation purposes only and, except as may otherwise be agreed in an Order, may not be used as a production environment or with production data. Nasuni may delete the trial environment in its entirety after the Trial Period. Nasuni will not be liable for any damages related to your use of the Solutions during a Trial Period.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to this Agreement.

Nasuni may update this Agreement as needed but only in a manner that does not materially reduce our obligations or your rights during the applicable Subscription Term. The then-current and previous versions are available on Nasuni's website, and Nasuni notifies all active customers by email of material changes to this Agreement.

# Exhibit A – General Terms

## 1. / DEFINITIONS

**"AI Features"** means any features, functionality, models, systems, agents, connectors, outputs, recommendations, predictions, summaries, classifications, automations, or other capabilities made available by Nasuni as part of the Solutions that use or incorporate artificial intelligence, machine learning, large language models, generative AI, agentic AI, predictive analytics, or similar technologies.

**"AI Outputs"** means any content, output, result, recommendation, prediction, summary, classification, response, analysis, code, configuration, automation, or other material generated by or through AI Features.

**"Access Controls"** means any and all keys, certificates, passwords, authorization or access codes, user IDs or other credentials or login information that is automatically generated, or that you may generate, in connection with your use of the Solutions.

**"Affiliate"** means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of fifty percent (50%) or more of the voting securities or other equivalent voting interests of an entity. Affiliate shall not include any entity which is prohibited by applicable law from using the Solutions.

**"Authorized Users"** means your employees, contractors and agents that you authorize to use the Solutions on your behalf.

**"Confidential Information"** means any non-public information that is marked or identified as confidential (or under the circumstances of the disclosure or the nature of the information, it would reasonably be understood to be confidential or proprietary) at the time of disclosure. All Customer Data is Confidential Information of Customer.

**"Customer Data"** means the programs, data, files, information, content, and materials, including Protected Information, that Customer or its Authorized Users submit to, store in, access through, or use with the Solutions, including data stored in Customer's third-party cloud or other storage environment in connection with Customer's use of the Solutions. Customer Data does not include Usage Data, Feedback, or Nasuni's internal operational, diagnostic, or support data, except to the extent such data contains Customer Data.

**"Data Controller"** means the entity that determines the purposes and means of processing Personal Data.

**"Documentation"** means any written user and technical documentation provided by Nasuni generally to its subscribers for use with the Solutions.

**"Equipment"** means any hardware appliance(s) that Customer may purchase separately from Nasuni or an authorized Partner.

**"Feedback"** means feedback or suggestions regarding the features, functionality, or operation of the Services, Software, or Solutions, excluding Customer Data and Customer's Confidential Information.

**"Fees"** means Subscription Fees, fees for Professional Services and any other fees listed on the Order.

**"Order"** means the purchase order or other ordering document (such as a purchase order sent to Nasuni in response to an issued quote) that Nasuni accepts from you or a Partner. If you are purchasing via a Partner, the Order will be between Nasuni and the Partner, and you will have a separate purchasing document that you enter into with the Partner that will apply to your purchase from that entity.

**"Partner"** means any Nasuni-authorized reseller, distributor, marketplace provider, or other third-party channel through which Customer purchases the Solutions.

**"Personal Data"** means any information relating to an identified or identifiable natural person that is processed by Nasuni on behalf of Customer in connection with the Solutions and is subject to applicable data protection laws.

**"Professional Services"** means the consulting, implementation, installation, data migration, training or other professional services provided by Nasuni (or its subcontractors) pursuant to a Statement of Work or Order, as set forth in Section 2 and Exhibit B.

**"Protected Information"** means Personal Data and any other information relating to an identified or identifiable individual, household, or device that is subject to applicable data protection, privacy, security, breach-notification, or similar laws.

**"Renewal Subscription Term"** means a renewal of a Subscription Term for Solutions.

**"Services"** means, collectively, Support, Professional Services and any other services provided by Nasuni hereunder.

**"Solutions"** means, collectively, the Software and Services provided by Nasuni hereunder.

**"Software"** means the Nasuni software, including Updates, that is listed on an Order.

**"Subscription Fees"** means the subscription fees listed in an Order for the use of the Solutions.

**"Subscription Term"** means the subscription term listed in an Order, including each subsequent Renewal Subscription Term thereof.

**"Support"** means the support services as described in Section 4.

**"Support Policy"** means the customer support policy found at https://www.nasuni.com/legal/customer-support-policy/.

**"Support Terms"** means the support terms outlined herein.

**"Updates"** means bug fixes, enhancements, and other updates to the Solutions which Nasuni makes generally commercially available without additional charge during your Subscription Term.

## 2. / SOLUTION SUBSCRIPTIONS AND PROFESSIONAL SERVICES

**Solution Subscriptions.** Subject to your continuous compliance with this Agreement and upon payment of the required fees, Nasuni hereby grants you a limited, non-exclusive, non-transferable (except as expressly permitted herein) license to access and use (and for downloadable portions, download) the Solutions for the capacity limits, and any other limitations, described in the Order and any accompanying Documentation, for your own internal business purposes during the Subscription Term. Nasuni reserves all rights not specifically granted to you in this Agreement.

**Professional Services.** Upon payment of the fees and subject to your continuous compliance with the terms and conditions of this Agreement, Nasuni will provide any Professional Services specified in the Order pursuant to the terms of this Agreement.

## 3. / USE OF THE SOLUTIONS

**Authorized Users.** Upon purchase and activation of the Solutions you agree to change the default Access Controls to specifications generated and controlled by you. You are solely responsible for the creation of all Access Controls and their use by your Authorized Users. You are responsible for your Authorized Users compliance with this Agreement and the activity of your Authorized Users. You will not disclose Access Controls other than to your Authorized Users and will use reasonable efforts to prevent unauthorized access to or use of your Access Controls. You agree to promptly notify Nasuni of any actual or reasonably suspected unauthorized use of your account, Access Controls, or the Solutions. If you allow use of the Solutions by your Affiliates, you are responsible for such Affiliates' use and for their compliance with the terms of this Agreement. Nasuni will not be liable for any unauthorized access to, use of, or alteration, corruption, deletion or loss of any Customer Data in connection with any Authorized User's or third party's use of your Access Controls, unless caused solely by Nasuni.

**Third Party Services and Equipment.** You are responsible for obtaining, maintaining, and supporting at your own expense all hardware, software, and services required to access and use the Solutions, including hosting or storage services, internet access, telecommunications services, or other services. Nasuni shall have no liability for the acts or omissions of your third-party providers.

**Restrictions.** You may not, and may not assist or enable any third party to: (i) provide, make available to, or permit anyone other than Authorized Users to access or use the Solutions, except as expressly permitted in this Agreement or an Order; (ii) reproduce, republish, upload, post, transmit, sell, resell, sublicense, distribute, rent, lease, transfer, or otherwise exploit the Solutions, except for reasonable archival copies of downloadable Software; (iii) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive the source code of the Solutions, except to the extent permitted by applicable law; (iv) create, market, distribute, or incorporate add-ons or enhancements into the Solutions without Nasuni's prior written consent; (v) remove any proprietary notices or labels from the Solutions; (vi) access or use the Solutions if you are a direct competitor of Nasuni; (vii) monitor the availability, performance, or functionality of the Solutions for competitive purposes; (viii) use the Solutions to violate any third-party rights or applicable law; (ix) use the Solutions to store or transmit viruses, malware, or other harmful code; (x) interfere with, impair, or disrupt the integrity, security, functionality, or proper working of the Solutions or any third-party system; (xi) use the Solutions in a manner that results in excessive bandwidth, storage, or other resource consumption; or (xii) alter, circumvent, or bypass usage limits, billing mechanisms, or technical limitations. Any violation of this Section may result in suspension or termination in accordance with this Agreement.

**Usage Verification.** Nasuni may verify your compliance with applicable usage limits no more than once per calendar year, except where Nasuni has a reasonable, documented basis to suspect material misuse. Any such verification will be conducted upon no less than ten (10) business days' prior written notice, during Customer's regular business hours, in a manner designed to minimize disruption to your operations and limited in scope to records reasonably necessary to confirm compliance with the applicable Order

and this Agreement.

**Customer Responsibilities.** You are responsible for you and your Authorized Users' use of the Solutions, compliance with this Agreement, and compliance with applicable laws in connection with your use of the Solutions. You are responsible for obtaining and maintaining the hardware, software, network access, third-party services, and properly licensed third-party materials needed to use the Solutions, as well as for the accuracy, quality, integrity, and legality of Customer Data and for keeping its account, billing, registration, and technical information accurate and current.

**Ownership of Nasuni Intellectual Property.** The Solutions, Software, Services, Documentation, Nasuni Marks, and all related technology, know-how, improvements, enhancements, modifications, derivative works, and intellectual property rights are and will remain owned by Nasuni or its licensors. The Solutions and Software are licensed, not sold, and no rights are granted to Customer except as expressly stated in this Agreement. You grant Nasuni a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use Feedback for any purpose, provided that Feedback does not include Customer Data or Customer's Confidential Information. Third-party or open-source components included with the Solutions remain subject to their applicable third-party or open-source license terms.

**Ownership of Your Data.** You and your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property, and other proprietary rights in and to Customer Data. Nasuni's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Customer Data are implied.

## 4. / SUPPORT AND UPDATES

**Technical Support**. Nasuni provides technical support in accordance with its Support Policy and is not responsible for providing support arising out of errors in your data, formulas, databases, access to other software or databases, configuration errors in your network or environment, performance limitations in your network, or other problems not arising out of the Solutions or not within Nasuni's control, or for any unauthorized use or modification of the Solutions. Technical support for such matters or other matters beyond the scope of the Support Policy may result in additional Fees.

**Maintenance and Updates.** Nasuni makes Updates to the Solutions on an ongoing basis. Except in the case of urgent Updates, Nasuni schedules maintenance during appropriate, non-peak usage hours (in an attempt to minimize the impact on all users, worldwide) and will provide reasonable advance notice of any planned unavailability (if reasonably possible). Nasuni gives you tools so you can reasonably control and manage the timing of your deployment of the Updates.

**Changes.** Nasuni reserves the right to change, add to, or discontinue any feature or function of the Solutions or Support Terms, the equipment needed for access or use, and the types of files that can be stored or processed using the Solutions. Nasuni will provide reasonable notification of any material change to the Solutions or Support Terms and, at a minimum, will post such change(s) in the release notes on the customer support portal. If Nasuni determines that any change materially diminishes the Solutions, you may, as your sole and exclusive remedy for such material diminishment, terminate your subscription for the applicable Solution(s) by giving written notice to Nasuni no later than thirty (30) days after the date the notice is posted to the customer support portal, and Nasuni will provide you a prorated refund of Subscription Fees paid by you for the affected Solution(s) based upon the amount of time remaining in the applicable Subscription Terms as of the Termination Effective Date.

## 5. / CUSTOMER DATA, SECURITY, AND PRIVACY

**Data Protection Generally.** Each party shall comply with its respective obligations under applicable data protection laws and maintain appropriate administrative, physical, technical, and organizational measures to protect Confidential Information and Personal Data. Nasuni employs commercially reasonable safeguards to help secure the Solutions against unauthorized loss, access, or disclosure as described in our Trust Center (https://trust.nasuni.com). No system of data transmission, storage, or retrieval can be made entirely impenetrable, and despite all measures employed, the Solutions are not guaranteed against all security threats or vulnerabilities.

**Customer Responsibilities**. Customer is responsible for: (i) determining whether the Solutions are appropriate for Customer's intended use, including the storage, hosting, or processing of Personal Data; (ii) properly configuring access rights for Authorized Users; (iii) any access or use of Customer's account, including by Authorized Users; (iv) adequate backup and protection of Customer Data while stored on Customer's or a third party's equipment or systems; and (v) secure transmission of Customer Data utilizing the Solutions. Nasuni's security obligations extend only to those systems, networks, facilities, and information technology components over which Nasuni has direct control. Customer is responsible for the proper configuration and maintenance of all systems, network devices, networks, facilities, and other information technology components through which Customer accesses the

Solutions, including access credentials and network connectivity.

Customer agrees to: (a) maintain strong Access Controls and change them regularly and immediately upon becoming aware of any unauthorized access, compromise, or suspected compromise of the Solutions or Customer's account, and require Authorized Users to do the same; and (b) promptly apply any updates, upgrades, or enhancements made available by Nasuni that are reasonably necessary to maintain the security, confidentiality, integrity, availability, or performance of the Solutions.

**Encryption.** The Solutions encrypt Customer Data before transmission to Customer's storage provider using industry-standard encryption. Details of Nasuni's encryption architecture, including key management options, are set forth in the Documentation and Nasuni's Trust Center (https://trust.nasuni.com). If you have requested that Nasuni escrow a copy of your encryption keys for recovery purposes, you acknowledge that Nasuni provides this service as an accommodation and assumes no responsibility for any loss, damage, or cost arising from the escrowing, storage, de-escrowing, or use of such keys, except to the extent directly caused by Nasuni's gross negligence or willful misconduct. Nasuni's sole obligation with respect to escrowed keys is to maintain them using the same security measures it applies to its own confidential information.

**Privacy and Processing of Customer Data.** You represent and warrant that you have all rights, permissions, and consents necessary to provide Customer Data to Nasuni and to permit Nasuni to process Customer Data as contemplated by this Agreement. Customer grants Nasuni a limited, non-exclusive right to process Customer Data solely as necessary to: (a) provide, support, maintain, secure, and optimize the Solutions; (b) comply with applicable law; (c) act as requested or authorized by Customer; and (d) prevent or address technical, security, or support issues relating to the Solutions. To the extent Nasuni processes Personal Data on Customer's behalf, such processing will be governed by Nasuni's Data Processing Addendum (https://www.nasuni.com/legal/data-processing-addendum/), which is incorporated into this Agreement by reference.

**Security.** Nasuni will maintain reasonable administrative, technical, organizational, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as further described in the Data Processing Addendum (https://www.nasuni.com/legal/data-processing-addendum/) and Nasuni's Trust Center (https://trust.nasuni.com). Nasuni may update the Trust Center from time to time, provided that no update materially reduces the overall level of security provided during the applicable Subscription Term.

**Subcontractors.** Nasuni may engage subcontractors, subprocessors, and other third-party service providers to support the provision of the Solutions, provided that such parties are subject to confidentiality, data protection, and security obligations substantially as protective as those set forth in this Agreement, and are prohibited from processing Customer Data to develop, improve, or train third-party foundation models or other AI systems not used solely to provide the Solutions to Customer. Nasuni remains responsible for its subcontractors' performance of Nasuni's obligations under this Agreement.

**Operational and System Data.** Nasuni may collect and process operational, technical, statistical, usage, and performance data generated through the operation and use of the Solutions ("System Data"). System Data does not include Customer Data. Nasuni processes System Data as a data controller for its own lawful business purposes, including to operate, maintain, secure, improve, and develop the Solutions and Software. Nasuni uses System Data derived from or generated through the processing of Customer Data to operate or secure the Solutions. If used for any other purpose Nasuni shall ensure such System Data has been aggregated, de-identified, or anonymized such that it does not identify Customer, any Authorized User, or any Customer-specific information.

**Return and Deletion.** During the applicable Subscription Term, you may access and retrieve Customer Data through the functionality of the Solutions. To the extent Customer Data is stored in systems controlled by Nasuni, following termination or expiration of the applicable Subscription Term, Nasuni will make such Customer Data available for retrieval for thirty (30) days, unless otherwise stated in the applicable Order or Documentation. After such period, Nasuni will delete Customer Data in accordance with its standard deletion practices, subject to applicable legal, compliance, backup, and security retention requirements. This Section does not apply to Customer Data stored in Customer's or its third-party provider's environment.

**AI Features.** Nasuni may make AI Features available as part of the Solutions. Customer is responsible for determining whether AI Features are appropriate for Customer's intended use and for reviewing, validating, and approving AI Outputs before relying on them in any business, operational, legal, financial, technical, security, or other decision-making process.

AI Outputs are generated using probabilistic technologies and may be inaccurate, incomplete, or not suitable for Customer's intended purpose. AI Outputs are provided for informational and assistive purposes only. Nasuni does not use Customer Data to train third-party foundation models and may only process Customer Data through AI Features solely to provide, support, secure, maintain, and improve the Solutions for Customer, subject to this Agreement, the applicable Order, the Solutions, and Nasuni's Data Processing Addendum. Nasuni's subcontractors and subprocessors are prohibited from using Customer Data to train third-party

foundation models as set forth above.

Nasuni may use aggregated or de-identified usage, telemetry, operational, and System Data relating to AI Features for lawful business purposes, including to operate, maintain, secure, improve, and develop the Solutions, provided that such data does not identify Customer, Authorized Users, or Customer Data, and Nasuni does not attempt to re-identify such data.

Customer will not use AI Features or AI Outputs to develop, train, improve, or commercialize any product or service that competes with the Solutions, except to the extent such restriction is prohibited by applicable law.

**Protected Health Information.** The Solutions are not designed or intended for the processing, storage, or transmission of protected health information (***"PHI"***) as defined under HIPAA. You agree not to submit PHI to the Solutions or use the Solutions in any manner that would require Nasuni to be HIPAA-compliant unless you have executed a Business Associate Agreement with Nasuni. Nasuni may suspend your access to the affected Solutions upon notice if Nasuni reasonably determines you have breached this section and suspension is reasonably necessary to prevent further unauthorized processing.

## 6. / TERM AND TERMINATION/SUSPENSION

**Term.** This Agreement shall commence on the Effective Date and will continue thereafter until terminated as provided in Section 6.3 below (the ***"Term"***). Each Order shall remain in effect for the Subscription Term (including any Subscription Renewal Terms) of such Order.

**Renewals.** After the initial Subscription Term, unless otherwise specified on the Order, your Solutions subscription will automatically renew for subsequent annual Renewal Subscription Terms unless either party gives the other party written notice of nonrenewal at least 30 days before the last day of your then-current Subscription Term. You agree that, if you do not give written notice of non-renewal prior to the date that is 30 days before the last day of your then-current Subscription Term, you will pay the Subscription Fees applicable to the Renewal Subscription Term at Nasuni's then-current rates (or such other renewal rate, if any, specified on the Order). The renewal of promotional or one-time priced subscriptions will be at our then-current list price in effect at the time of the renewal, unless otherwise stated on the Order or otherwise agreed by the parties in writing at the time of the renewal. Nasuni will provide Customer with at least ninety (90) days prior written notice of any increase in Subscription Fees applicable to a Renewal Subscription Term. Nasuni will not increase Subscription Fees during an active Subscription Term.

**Termination.** If there are no Orders or Subscription Terms then in effect under this Agreement, a party may terminate this Agreement immediately by providing written notice to the other party. If there are any Orders or Subscription Terms then in effect, a party may terminate this Agreement upon written notice to the other party, provided however, such termination shall not be effective until the expiration of the last to expire of such Orders/Subscription Terms. In addition, either party may terminate this Agreement, and any then outstanding Orders, by written notice to the other party (1) if the other party commits a material breach of this Agreement and does not cure the breach within 30 days of receiving such written notice, or (2) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within, or continues for, a period of thirty (30) days. If you terminate this Agreement for Nasuni's uncured material breach, Nasuni will provide you a prorated refund of any Subscription Fees paid by you for the affected Solution(s) based upon the amount of time remaining in the applicable Subscription Terms as of the Termination Effective Date.

**Effect of Termination.** On the effective date of termination of this Agreement (the "Termination Effective Date"), you will (1) stop using and accessing the Solutions (other than as permitted in Section 6), (2) pay to Nasuni any Fees that had accrued (but had not been paid) prior to the Termination Effective Date; and (3) delete all copies of the Solutions, and any other Nasuni Confidential Information then in your possession. Except as otherwise provided in Section 6, any post-termination transition assistance requested of Nasuni is subject to the mutual written agreement of the parties (and shall require payment of reasonable Fees). Sections 3, 5, 6, 7 through 12, and 14 will survive the termination of this Agreement.

**Access to Software Following Termination.** You may continue to use the Software to access Customer Data in your third-party storage provider for up to 30 days after the Termination Effective Date ("Grace Period"), provided that you are current in the payment of all Subscription Fees due or owing for any Order(s) hereunder as of the Termination Effective Date. If, however, you wish to continue to access or use any Solutions after such Grace Period, then, you must pay the annual Subscription Fees for all applicable Solutions for the one-year period commencing upon the Termination Effective Date.

**Suspension of Access.** Nasuni reserves the right to suspend or limit access to the Solutions if (1) Nasuni is prohibited by court order or order of another governmental authority from providing access to the Solutions, (2) Nasuni reasonably determines that the Solutions are subject to a security incident, denial of service attack, or other event that impacts the security of the Solutions or

Customer Data, (3) Nasuni reasonably determines that you are using the Solutions in a way that creates a security vulnerability to the Solutions, (4) Nasuni reasonably determines that you are using the Solutions in violation of applicable law, or (5) you have not paid the Fees (including subscription fees for any Renewal Term) when due. Nasuni will, to the extent possible and practicable, give you prior notice if access will be suspended and, if the issue is capable of resolution, will promptly restore access once the issue has been resolved. Without limiting the foregoing, Nasuni will give you at least thirty (30) days' written notice of any planned suspension due to non-payment or other breach of this Agreement. Nasuni will not suspend access if you have corrected such non-payment or other breach within such 30-day notice period or if you are (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute. Nasuni shall have no liability for any damage, loss, or liability arising from any suspension, limitation or termination of your access to the Solutions pursuant to this Section done by Nasuni in good faith and in accordance with the terms hereof.

## 7. / PAYMENT

**Payment Terms.** If you have purchased the Solutions through a Nasuni Partner, your applicable payment terms with the Partner shall apply to such Order(s). If you purchase Solutions directly from Nasuni, unless otherwise specified in your Order(s), all amounts payable under this Agreement are due and payable within 30 days from the invoice date. Payment shall be made in USD. Invoices will be sent directly to the billing contact identified on the Order (and you agree to keep Nasuni informed of any updates or changes to your billing contact information). Late payments (on any undisputed amounts) may be subject to interest charges of 1.0% per month (or the maximum permitted by law, whichever is lower) and the expenses associated with those collections. Billing disputes must be reported to Nasuni (in writing) within 60 days of the invoice date. Except as otherwise provided in this Agreement, all payment obligations are non-cancelable and once paid are nonrefundable.

**Taxes.** All Fees are exclusive of any applicable sales, use, value-added, goods and services, or similar taxes related to your purchase and use of the Solutions, and you are responsible for all such taxes. Nasuni is responsible for the payment of all taxes related to Nasuni's income or its employees. If Customer is required by applicable law to withhold any taxes from payments to Nasuni, Customer shall gross up payments so that Nasuni receives the full amount it would have received absent such withholding, provided that Nasuni will cooperate with Customer to minimize withholding obligations where legally permissible.

**Excess Usage.** You agree to pay Nasuni any charges applicable to your use of the Solutions in excess of the usage limitations set forth on the Order at Nasuni's then-current rates (or such other rate for excess usage, if any, specified in your Order). Nasuni will use commercially reasonable efforts to notify Customer when Customer's usage approaches or exceeds the usage limitations set forth in the applicable Order.

## 8. / CONFIDENTIALITY

In connection with this Agreement, each party may disclose Confidential Information to the other party. The receiving party may use Confidential Information only for the purpose for which it was provided and may only share this Confidential Information with its employees, agents, representatives, contractors, and professional advisors who need to know such information, and are subject to confidentiality obligations no less protective than those set forth in this Agreement. The receiving party will protect the disclosing party's Confidential Information in a similar way to how it protects its own confidential information of like kind, but using at least a reasonable degree of care, to prevent any unauthorized use or disclosure of this Confidential Information. This Section shall survive termination of this Agreement for three (3) years, provided that obligations with respect to trade secrets and Customer Data shall survive for so long as such information remains protected under applicable law or is retained by the receiving party.

**Exceptions.** Confidential Information does not include information that: (1) was known by the receiving party without confidentiality obligations before disclosure by the disclosing party; (2) is publicly available through no fault of the receiving party; (3) is rightfully received from a third party without a duty of confidentiality; or (4) is independently developed without access to or use of Confidential Information. The receiving party may disclose Confidential Information when compelled to do so by law, provided that, to the extent legally permitted, the receiving party gives the disclosing party prompt written notice and a reasonable opportunity to seek protective treatment or limit disclosure. If the receiving party is compelled by law to disclose Confidential Information, the receiving party may disclose only the portion legally required to be disclosed.

**Equitable Relief.** The receiving party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

## 9. / PROPRIETARY RIGHTS

**Nasuni IP.** Nasuni and its licensors retain all right, title and interest in and to the Solutions, including any modifications,

enhancements and derivative works. Except for the right to use the Solutions as set forth in this Agreement, no other right or license is granted to you. This Agreement does not grant any ownership rights to the Solutions. The Solutions may contain open-source software. Nasuni will make a copy of the open-source license available to you upon your request. There may be provisions in the open-source license that prevail. Nasuni may ask you for Feedback. If you elect to provide Feedback, Nasuni may freely use and exploit the Feedback you provide (without any obligations or restrictions).

**Attribution.** Nasuni may use your name (and the corresponding trademark or logo) on Nasuni's website and in any marketing or publicity to identify your business as a customer, subject to any usage guidelines that you provide or any pre-approval or authorization you tell us in writing that you require. You may opt out of such usage by emailing legal@nasuni.com. Any other use requires your written consent (which you agree not to unreasonably withhold or delay).

## 10. / LIMITED WARRANTY

**Limited Warranty – Software.** Nasuni warrants that the Software will operate substantially in accordance with its Documentation during the Subscription Term. To state a claim for breach of the foregoing warranty, Customer must provide notice of such non-compliance within the thirty (30) day period following such non-compliance specifying the details of such non-compliance. Nasuni shall use commercially reasonable efforts to cause the Software to conform to this warranty and you agree to reasonably assist Nasuni in identifying, reproducing and correcting the non-conformity. If Nasuni does not cure non-compliance within thirty (30) days of receiving notice thereof, then, as your sole and exclusive remedy, you may terminate the applicable Order with respect to the non-compliant Software and Nasuni shall provide you a prorated refund of any Subscription Fees paid by you for the affected Solution(s) based upon the amount of time remaining in the applicable Subscription Terms as of the Termination Effective Date. Nasuni further warrants that it will use commercially reasonable efforts to ensure that the Software, at the time of delivery, does not contain any spyware, malware, time bomb, virus, worm, Trojan horse or any other harmful or malicious code. Nasuni has no obligation for any breach of the foregoing warranties arising out of or relating to (i) your use of the Software other than as specified in this Agreement, the applicable Order, or the Documentation, (ii) your use or combination of the Software with any software, hardware or service not supported by Nasuni, (iii) causes external to the Software, such as problems with the hardware, network or infrastructure with which the Software is used, (iv) any unauthorized or improper use of the Software, or (v) any modification of the Software by anyone other than Nasuni.

**Limited Warranty – Services.** Nasuni warrants that the Services will be performed in a professional manner in accordance with generally accepted industry standards for such Services. Customer's exclusive remedy and Nasuni's sole liability for breach of this Services Limited Warranty are for Nasuni to re-perform such Services and/or, if such non-performance is not possible or fails to correct such breach, to terminate that portion of the affected SOW or Order related to the applicable Services for which such breach occurred and receive a pro-rata refund of prepaid, unearned Fees for such Services.

**Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED (INCLUDING BY STATUTE, CUSTOM OR USAGE, COURSE OF DEALING, OR COMMON LAW), INCLUDING BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (PROVIDED THAT THIS DISCLAIMER DOES NOT LIMIT NASUNI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12). WITHOUT LIMITING NASUNI'S EXPRESS OBLIGATIONS IN THE NASUNI DATA PROCESSING ADDENDUM, SECTIONS 10 OR 4, NASUNI DOES NOT WARRANT THAT YOUR USE OF THE SOLUTIONS WILL BE ENTIRELY SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THE SOLUTIONS WILL MEET YOUR BUSINESS GOALS OR OTHER REQUIREMENTS OR EXPECTATIONS, OR THAT ALL ERRORS WILL BE CORRECTED. NASUNI SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, DATA LOSS OR CORRUPTION NOT CAUSED BY THE SOLUTIONS, INCLUDING BUT NOT LIMITED TO DATA LOSS OR CORRUPTION CAUSED BY YOU, YOUR CLOUD STORAGE PROVIDER, OR OTHER THIRD-PARTY SERVICE, SOLUTION, PLATFORM, EQUIPMENT OR VIRTUAL APPLIANCE.

## 11. / LIMITATION OF LIABILITY

**Consequential Damages Waiver.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, A PARTY'S BREACH OF CONFIDENTIALITY, OR ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ANY OTHER STATUTORY OR OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW (COLLECTIVELY, "EXCLUDED CLAIMS"), NEITHER PARTY (OR ITS LICENSORS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF GOODWILL, LOST PROFITS, ANY LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY WAS INFORMED OF THE

POSSIBILITY OF SUCH DAMAGE.

**Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, A PARTY'S (AND ITS SUPPLIERS') ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT. You acknowledge and agree that the prices set forth in each Order adequately reflect this allocation of risk and limitation of liability.

## 12. / INDEMNIFICATION

**By Nasuni.** Nasuni will defend, indemnify and hold you harmless from and against, and pay any final award of damages or settlement amount and any liabilities or expenses incurred by you (including reasonable attorneys' fees), as a result of any claim brought against you by a third party that alleges that the Solutions infringes any patent, copyright, trademark or other intellectual property right of a third party. If the use of the Solutions is (or in Nasuni's opinion is likely to be) enjoined due to such a claim, Nasuni will at its option either (1) procure the right to continue using the Solutions under the terms of this Agreement, (2) replace or modify the Solutions so that it is non-infringing (but functionally equivalent), or (3) if Nasuni determines that neither of these options is reasonably available, then Nasuni may cancel your subscription with respect to the infringing Solutions and refund you the unused portion of the Subscription Fees paid for the Solutions for which the use is legally prohibited. Nasuni will have no liability for any claim of infringement based on (a) your use or combination of the Solutions with any other software, hardware or service not supported by Nasuni, if such infringement would not have occurred but for such use or combination, (b) any modification of the Solutions by anyone other than Nasuni (or a third party acting on behalf of Nasuni), or (c) the use of any version of the Solutions other than the most current version, if such version was made available to you by Nasuni with notice that such version was being provided in order to avoid an alleged or potential infringement. This section describes Nasuni's entire responsibility and your sole remedy for any infringement claim or action.

**By Customer.** You will defend, indemnify and hold Nasuni harmless from and against any claim brought against Nasuni by a third party, any final award of damages or settlement amount, and any liabilities or expenses incurred by Nasuni (including reasonable attorneys' fees) as a result of any claim arising out of or relating to any claim that Customer Data violates any applicable law, regulation, or the proprietary rights of others.

**Process.** These indemnity obligations are conditioned on the indemnified party promptly notifying the indemnifying party in writing of the claim (a delay in providing notice does not excuse these indemnity obligations unless the indemnifying party is prejudiced by such delay); the indemnified party giving the indemnifying party sole control of the defense of the claim (and in any related settlement negotiations); and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. The indemnified party may participate in the defense of the claim using its own counsel (at its own expense). The indemnifying party may not settle the claim without the indemnified party's consent, which will not be unreasonably conditioned, withheld or delayed, if such settlement imposes a payment or other binding obligation on the indemnified party or requires any admission of fault or liability by the indemnified party.

## 13. / GENERAL

**Export control laws.** The Solutions delivered to you under this Agreement are subject to export control laws and regulations of the United States and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Solutions. You agree that you are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Solutions due to export restrictions and that you will not export, re-export, transfer, or permit the use of the Services, Software, or Solutions, in whole or in part, to or in any of such countries or to any of such persons or entities. You agree not to use the Solutions in any country or territory subject to a comprehensive U.S. embargo or otherwise designated by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or the U.S. Bureau of Industry and Security (BIS) as a prohibited destination, as updated from time to time.

**U.S. Government Use.** The Solutions are "commercial products," "commercial services," or "commercial computer software," as applicable, developed exclusively at private expense. Any use, duplication, release, modification, transfer, disclosure, or access by or for the U.S. Government is subject solely to the terms of this Agreement and the applicable Order, consistent with FAR 12.212, FAR 2.101, and DFARS 227.7202, as applicable. All other use is prohibited.

**Relationship of the Parties.** This Agreement does not create or imply any agency, partnership, or franchise relationship. This

Agreement is intended for the benefit of the parties and, except as specifically set forth herein, is not intended to benefit any third party. Neither party has the authority to assume or create any obligation on behalf of the other party.

**Assignment.** Neither party may assign an Order or this Agreement without the other party's prior written consent, except to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of each party and its respective successors and assigns.

**Subcontractors.** Nasuni may use independent contractors or subcontractors to perform its obligations under this Agreement, provided that Nasuni remains responsible for their performance of Nasuni's obligations under this Agreement.

**Notices.** Any notice, approval, consent, or other communication intended to have legal effect under this Agreement must be given to the other party both by electronic mail at legal@nasuni.com, and in writing, by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated above, unless the other party has given notice of a new address) and will be deemed given upon receipt.

**Compliance with Laws/Anti-Corruption Obligations.** Each party shall comply with all laws and regulations applicable to the performance of its obligations hereunder. In addition, each party warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee or agent of the other party its agents or representatives in connection with this Agreement. Appropriate gifts and/or entertainment of limited value directly related to bona fide business activity and provided transparently in the ordinary course of business do not violate this restriction. If you learn of any violation of the foregoing provision by Nasuni, please notify Nasuni at legal@nasuni.com.

**Governing Law.** If you are located outside North America, the laws of England and Wales govern this Agreement, and jurisdiction and venue will be in London, England. If you are located in North America, the laws of the Commonwealth of Massachusetts govern this Agreement, and jurisdiction and venue will be in Suffolk County, Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**Entire Understanding; Severability.** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding this subject and supersedes all prior or contemporaneous agreements or understandings (written or verbal) relating to this subject matter of this Agreement. No pre-printed or boilerplate terms in any Order or any other Customer or Partner order Solutions are incorporated into or form any part of this Agreement and the terms of this Agreement expressly supersede any such pre-printed or boilerplate terms. If any terms are found to be void or unenforceable, the remaining terms of this Agreement will remain in full force and effect. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be deemed void and severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

**Modification; Waiver.** The material terms of this Agreement (including price, term, and termination) may not be changed except by a signed written amendment hereto. The waiver by either party of a breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

**Force Majeure.** Except for payment obligations, if either party is unable to perform any obligation under this Agreement due to any act of God, fire, casualty, flood, war, strike, labor shortage, governmental action, internet or telecommunications failure, cyberattack, or any other cause beyond its reasonable control, and if such party uses reasonable efforts to avoid such occurrence and mitigate its duration and effects, then its performance shall be excluded and the time for performance shall be extend for the period of delay or inability to perform.

# Exhibit B – Additional Terms and Conditions for Professional Services

## / ADDITIONAL DEFINITIONS

***"Change Order"*** means any written and signed change to an SOW or Order. Change Orders shall be incorporated into the applicable SOW or Order once signed by both parties.

***"Deliverables"*** means any items that are expressly defined as deliverables in an SOW or Order.

***"Statement of Work"*** or ***"SOW"*** means a written statement of work signed by the parties describing the Professional Services to be provided, which is incorporated into an Order and subject to this Exhibit B and the Agreement.

## / SCOPE

Subject to your payment of Professional Services Fees as further described below and set forth on an Order or in an applicable SOW, Nasuni will provide you with the Professional Services, including any Deliverables, as specified on each SOW or Order. You agree that your purchase of Professional Services is not contingent upon the delivery of any future functionality or features or on any written or oral comments by Nasuni regarding the availability of any future functionality or features.

## / CHANGES

If you request that Nasuni perform Professional Services outside the scope of any SOW or Change Order, or request any changes to an SOW or Order for Professional Services, you must execute a Change Order that identifies the applicable SOW or Order and the details of the request. You agree to pay the fees and expenses as set forth in each Change Order, and you agree that any out-of-scope work performed prior to execution of a Change Order will be billed at Nasuni's then-current time and materials rates. You understand and agree that any changes requested by you to the Professional Services may require adjustments to project timelines, resource allocations, and delivery schedules based on resource availability at the time the Change Order is executed.

## / ACCEPTANCE

You are responsible for reviewing and testing all Deliverables in accordance with the SOW or Order pursuant to any written acceptance criteria applicable to such Deliverable. You agree to provide Nasuni with prompt written notice of acceptance or rejection of each Deliverable. Failure to provide written acceptance or rejection within ten (10) business days after delivery of a Deliverable shall constitute Acceptance. To reject a Deliverable, you must do so within such ten (10) business day period and must specify in detail the failure of such Deliverable to conform to the written acceptance criteria set forth in the applicable SOW or Order (a "non-conformity"). Rejection may only be based upon a material failure to satisfy the applicable written acceptance criteria set forth in the SOW or Order. Nasuni will use commercially reasonable efforts to correct such non-conformity and resubmit the Deliverable as soon as practicable, and you will have ten (10) business days to re-test the Deliverable. If the Deliverable fails to meet the acceptance criteria after its second submission, you may terminate the SOW or Order upon written notice and recover all fees paid for the non-conforming Deliverable. If you report a non-conformity after the applicable acceptance period, any correction will, at Nasuni's option, be subject to revised rework estimates, completion timelines, and adjusted costs, and if applicable, a Change Order. If the parties determine that the acceptance criteria of a Deliverable require modification, they will cooperate in good faith to execute a Change Order reflecting such modification. Upon Acceptance of the final Deliverable under an SOW or Order, that SOW or Order shall be deemed complete unless otherwise specified therein.

## / YOUR RESPONSIBILITIES

You will cooperate reasonably and in good faith with Nasuni in its provision of the Professional Services. Without limiting any rights described in this Exhibit, and in addition to any other responsibilities allocated to you under an SOW or Order, you agree to: (1) allocate sufficient resources to enable Nasuni to perform its obligations under each SOW and Order; (2) timely perform all tasks necessary for Nasuni to perform its obligations under each SOW and Order; (3) timely respond to Nasuni's inquiries relating to the Professional Services; (4) assign internal project manager(s) to serve as Nasuni's primary contact, who are skilled and knowledgeable about the project to which the Professional Services relate; (5) actively participate in scheduled project meetings; and (6) provide complete, accurate, and timely feedback and information as reasonably required for Nasuni to perform the Professional Services

Nasuni's performance obligations under each SOW and Order are contingent upon Customer's timely completion of its responsibilities and provision of required information, access, approvals, and resources. Any delays in Nasuni's performance caused by Customer's failure to fulfill its responsibilities may result in additional charges and adjustments to project timelines. If Customer

fails to fulfill its responsibilities under an SOW or Order for more than thirty (30) consecutive days, Nasuni may suspend the applicable Professional Services engagement upon written notice until such deficiencies are remedied; if such deficiencies are not remedied, Nasuni may cancel the applicable Professional Services. Extended delays may require project rescheduling based upon resource availability at the time of resumption and may be subject to additional fees for remobilization, resource reassignment, or project restart activities.

## / PROFESSIONAL SERVICES FEES

You will pay Nasuni for the Professional Services at the rates specified in the SOW or Order (or, if no rate is specified, at Nasuni's then-current time and materials rates). Professional Services are performed on a fixed fee or time and materials basis, as specified in the SOW or Order. On a time and materials engagement, if an estimated total amount is stated in the SOW or Order, that amount is solely a good faith estimate for budgeting and resource scheduling purposes and is not a guarantee that the Professional Services will be completed for that amount; the actual amount may be higher or lower. You agree to pay the Professional Services Fees set forth in the applicable SOW or Order, plus any reasonable and documented expenses pre-approved by you in writing and incurred in connection with the performance of the Professional Services.

If Professional Services are delayed, suspended, or rescheduled due to Customer's actions or inactions, Nasuni reserves the right to adjust project schedules and apply additional fees associated with remobilization, resource reassignment, or project restart activities.

Professional Services purchased on a prepaid basis must be consumed within twelve (12) months of the purchase date unless otherwise stated in the applicable SOW or Order. Unused prepaid Professional Services fees are non-refundable after such period.

## / PROPRIETARY RIGHTS

Nasuni will retain all rights, title, and interest in and to its Solutions and to any and all enhancements, modifications, improvements, corrections, and derivative works thereto, such as may be created during Nasuni's performance of Professional Services hereunder. Nasuni owns all work product, including any methodologies, techniques, know-how, and processes related thereto, and upon your payment of applicable Professional Services Fees under any SOW or Order, Nasuni licenses such work product to you solely for your use of the Solutions during the Term.

You do not grant Nasuni any rights in your intellectual property except such licenses as may be required for Nasuni to perform its obligations under the applicable SOW or Order. You will retain all rights, title, and interest in and to your own information and data, and your processes, standards, practices, management policies and procedures, and all of your Confidential Information.