

MASTER DATA LICENSE AND SERVICES AGREEMENT

This Master Data License and Services Agreement is between Anomaly Six, a Delaware limited liability company ("Company/A6"), with its primary office located at 201 N. Union Street, Ste 110, Alexandria, VA 22314, and <insert company> (Customer/" XXX"), with its primary office located at collectively known as (the Parties). The effective date is the __th day of ___, 20__.

This Master Services Agreement, together with any related order form or statement of work ("SOW") constitutes the "Agreement". All terms and conditions previously agreed between the parties, either orally or in writing, will be replaced by this Agreement.

The following provisions, terms and conditions (the "**Master Terms**") govern the access to and use of any services ordered by Government in a SOW (the "**A6 Services**") to be provided or made available by Anomaly Six LLC to identified in the applicable SOW and agreeing to these Master Terms ("**Customer**").

By entering into this Master Data License and Services Agreement with A6, the Customer or its representatives: (i) agree to be bound by this Agreement; and (ii) certify that such individual has the authority to enter into this Agreement on behalf of Customer, and to bind Customer to this Agreement. If Customer does not agree to be bound by this Agreement, Customer is prohibited from accessing and using the A6 Services. However, if Customer uses any of the A6 Services after notification of non-agreement, Customer becomes subject to all legal remedies available to A6 for unauthorized use and access to A6 services.

Definitions:

a. "Data" means any information or content provided by Licensor to Licensee under this Agreement.

b. "Services" means the data-related services to be provided by Licensor to Licensee as described in Exhibit A attached hereto.

1. **GENERAL.** These Master Terms contain the general terms and conditions governing the legal relationship between A6 and Customer relating to each addendum to this Agreement, if any (each, an "**Addendum**"). Customer acknowledges and understands that these Master Terms do not absent execution of an Addendum, impose any obligation upon Customer to purchase any such license or services, nor impose any obligation upon A6 to provide any such license or services.

2. STATEMENTS OF WORK

2.1 **SOWs and Addenda.** From time to time, Customer may enter into one (1) or more work orders with A6 that contain the terms (including specifications, delivery and performance schedules, and fees) for the A6 Services. Upon acceptance of a work order by A6, such work order will be a Statement of Work or SOW, a form of which is attached hereto as Exhibit A, and

shall be governed by this Agreement. Each SOW may contain one or more addenda that describes the A6 Services in further detail.

2.2 Performance Beyond Term. If the performance of Services under a SOW extends beyond the term specified in such SOW, and both parties shall continue to perform their respective obligations under such SOW notwithstanding its expiration. Such performance shall be deemed to continue under the terms of such Statement of Work and this Agreement for as long as Services are being performed under such Statement of Work. The Parties may mutually agree to extend the Term and/or Services rendered under a Statement of Work with the full execution of a modification/extension to the Statement of Work, provided that both parties can reasonably estimate that the performance under this agreement will extend a minimum of an additional thirty (30) days. Notwithstanding the foregoing, if the Parties anticipate less than thirty (30) days are necessary to complete the continued performance under this Agreement, the Parties have the right to agree to continue performance with written and mutually accepted notice of the intent to continue providing Services with an undefined end date. Neither of the aforementioned scenarios releases the Parties from their obligations, responsibilities or duties to maintain compliance with any other provisions under this Agreement.

2.3 Order of Precedence. Customer agrees that each SOW and Addendum is subject to the terms and conditions set forth in this Agreement. In the event of a conflict between these Master Terms, the SOW, and any Addendum, these Master Terms shall govern unless the provisions of the relevant SOW or Addendum explicitly state the Parties' intention that the particular relevant portion of the Addendum should supersede these Master Terms. Additionally, such conflict may be remedied or amended by altering the language in the SOW or any Addendum to align with the provisions of the Master Data License and Services Agreement.

3. FEES AND PAYMENTS

3.1 Fees Payable. In consideration for A6's performance under this Agreement, Customer agrees to pay such amounts as may be required by each SOW. Except as otherwise provided in any applicable SOW, all amounts due hereunder shall be due within thirty (30) days after the relevant invoice date.

3.2 Disputed Charges. Customer must notify A6 in writing of any dispute or disagreement with invoiced charges within ten (10) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

3.3 Late Payments; Interest; Payment in Dollars. A6 reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one-half percent (1 ½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance. All payments to be made under this Agreement shall be made in US dollars.

4. CONFIDENTIALITY

4.1 Definition: Ownership of Confidential Information. "*Confidential Information*" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software and any databases of A6 (including any data models ("*A6 Data Models*") and data contained therein ("*A6 Data*") that are not specific to Customer) shall constitute Confidential Information of A6. The Parties acknowledge that during

the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows:

- i. to use the Confidential Information only for the purposes described herein.
- ii. that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party.
- iii. that, except as required in the performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party.
- iv. to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement.
- v. and to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

4.3 Confidentiality Exceptions. The provisions of Sections 4.1 and 4.2 shall not apply to Confidential Information that:

- i. is publicly available or in the public domain at the time disclosed;
- ii. is or becomes publicly available or enters the public domain through no fault of the recipient.
- iii. is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto.
- iv. is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure.
- v. is independently developed by the recipient.
- vi. is approved for release or disclosure by the disclosing Party without restriction.

Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. WARRANTIES

5.1 Representations and Warranties.

- (a) Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

(b) Each Party acknowledges that this Agreement may be subject to certain additional representations and warranties that may be set forth in one (1) or more Addenda to this Agreement, as applicable to the subject matter of each such Addendum.

(c) Customer represents and warrants that it shall carry out any actions specified by A6 related to A6 Data, including, without limitation, any actions needed for regulatory compliance or to meet privacy requirements. This could include, by way of example only, data subject access requests, deletion requests, or other similar privacy requirements.

5.2 No Other Warranties. SUBJECT TO ANY WARRANTIES SET FORTH IN ANY ADDENDA TO THIS AGREEMENT, A6 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY A6 ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. A6 DOES NOT WARRANT THAT ANY INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT A6'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

6. LIMITATION OF LIABILITY

6.1 LIMITATIONS. IN NO EVENT SHALL A6 BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A6 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF A6 TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO A6 DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

6.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. TERM AND TERMINATION

7.1 Agreement. This Agreement will begin on the date Customer accepts it and continue in full force and effect as long as any SOW remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable SOW, the term of an SOW will begin on the effective date of the SOW and continue in full force and

effect for ____<insert term of performance>_____, unless earlier terminated in accordance with the Agreement.

7.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

7.3 Termination of Individual Addenda. In addition to each Party's rights under Section 7.2, A6 may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these Master Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

7.4 Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

7.5 Survival of Obligations. The provisions of Sections 3, 4, 5.2, 6, 7.4, 7.5, and 8 shall survive termination or expiration of this Agreement.

8. MISCELLANEOUS

8.1 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. CUSTOMER AGREES THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN FAIRFAX COUNTY, VIRGINIA.

8.2 Force Majeure. A6 shall be excused from the performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of A6. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

8.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth in the applicable SOW, or if to A6, as follows:

Anomaly Six, LLC

201 N Union Street, Suite 110, Alexandria, Va. 22314

Digital Delivery: legal@anomalysix.com

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in

such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

8.4 Assignment. Customer shall not assign its rights or delegate its obligations under this Agreement without A6's prior written consent, and, absent such consent, any purported assignment or delegation by Customer shall be null, void and of no effect. A6 may assign this Agreement without the consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Licensor's assets, provided that A6 shall provide written notice of any assignment to Customer prior to such assignment. This Agreement shall be binding upon and inure to the benefit of A6 and Customer and their successors and permitted assigns.

8.5 Independent Contractors. Customer and A6 acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

8.6 Amendment. No amendment to this Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

8.7 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

8.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

8.9 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

8.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.11 U.S. Government End-Users. If there are any Government end users of the A6 Services, each of the components that constitute the A6 Platform is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the A6 Platform with only those rights set forth herein.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

8.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

8.14 Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

End User License Agreement (EULA)

This End User License Agreement ("Agreement") is entered into by and between Anomaly Six, ("Licensor/Company") and the end user [REDACTED] ("Licensee/End User").

This End User License Agreement (“EULA”) governs the use of subscription services to access and use data and other content (collectively “Content”), made available to the Client (“Licensee”) through the Company (“Licensor”), by delivery of data from:

- Company (“Data Direct”),
- through Company proprietary software (“Visualization Engine”),
- or database management system (“Gateway Connect”), or (collectively, the “Services”),
- or by the Client’s employees or contractors under Client’s direct control, limited to the period of engagement and for the sole purpose of providing services to Client (“Licensee”) from Company (“Licensor”).

By executing an Order for the Services to access and use Content, Client agrees to the terms of this EULA.

Definitions:

Derivative Works- works that are based upon one or more pre-existing works, such as: (a) for copyrightable or copyrighted material, any correction, addition, extension, upgrade, improvement, compilation, revision or other form in which such material may be recast, transformed, or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protected by any of copyright, patent, and trade secret; (d) any software programs, and copies thereof, which are developed by Licensee and which are based on or incorporate any part of the Licensed Software delivered by Licensor hereunder, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Licensed Software may be recast, transformed or adapted, and that, if prepared without Licensor’s authorization, would constitute a copyright or trade secret infringement of the Licensed Software.

Confidential Information- means all confidential information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure

TERMS

1. **LICENSE GRANT.** Company grants to End User a non-exclusive, non-transferable, royalty-free, limited license to access and use Content exclusively for End User’s internal purposes through the Services selected on and for the term specified in an Order. Only End Users authorized by Company may access and use the Services and Content. Licensee may not sublicense, sell, or transfer the Software to any third party. The number of such End Users authorized to access the

Services at any given time will be defined in the Order. Each End User may be required to have an account by which they access the Services and Content.

2. **LICENSE RESTRICTIONS.** Client and End Users will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Content or Services, including copying Content to any system owned by a third party; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services; (iii) export or save to Client's systems any Content unless expressly agreed in an Order; (iv) lend, lease, offer for sale, sell or otherwise use the Content Services for the benefit of third parties; (v) attempt to circumvent any license, timing or use restrictions that are built into the Content or Services; (vi) use the Content or Services for any illegal purpose; or (vii) except as expressly permitted in this Agreement, sell, license, or distribute Content to third parties or use Content as a component of any materials End User offers for sale, license, or distribution.

Export features may be enabled on a case-by-case-basis as agreed in an Order in writing between the Parties. Agreed upon export parameters may limit the Content that may be exported from the Services, including limiting the size, number of rows, or data dictionary attributes. If Client or an End User is found violating the terms of export as agreed upon in an Order, Company, in its sole discretion, may suspend services and Client will be charged additional rates that are due prior to Services being reconnected; or Services may be permanently disconnected.

3. **PRIVACY COMPLIANCE AND USER OPT-OUT.** From time-to-time, the Company receives device user opt-out, deletion of data, or other requests for restrictions of use related to the Content and individual rights under applicable privacy law ("Device User Requests"). If this occurs, Company will notify Client of any Device User Requests. Any End User receiving Content from the Visualization Engine *must comply* with any Device User Requests Company communicates with Client. If the Client is receiving data export through the Visualization Engine, Client is responsible for reconciling and maintaining the Content in accordance with Device User Requests received and applicable privacy laws. Clients must document such exemption of privacy law and retain such documentation for five years after Order termination.
4. **INTELLECTUAL PROPERTY IN CONTENT AND DATA.** Intellectual Property in Content and Data. All Content, including but not limited to the design, selection, arrangement, and coordination of such Content, is owned or licensed by or to Company, and is protected by copyright, trade dress, and trademark

laws, and various other intellectual property rights laws. Except as expressly provided in this EULA, the Terms of Use, or Order, no part of the Service and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without the prior express written consent of Company. Except as expressly provided in the Terms of Use, the Order, or this EULA, Client and End Users are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content or Services, and Company reserves all rights not expressly granted hereunder. Company expressly disclaims all responsibility and liability for uses by Client or End User of any Content obtained on or in connection with the Services. All copyright and other proprietary notices on the Services or the Content must be retained on all copies thereof.

5. **USE OF SERVICES.** Client will be responsible for: (i) its and its End Users' compliance with this EULA, (ii) prevent unauthorized access to or use of the Services and Content, and notify Company immediately of any such unauthorized access and/or use of which Client or End User becomes aware, and (iii) use the Services and Content only in accordance with this EULA and all applicable laws and government regulations. Unless otherwise agreed in writing, Client and End User will not (a) sell, resell, rent, lease, or license the Services or any Content made available through the Services, (b) interfere with or disrupt the integrity or performance of the Services or any Content contained on the Services, or (c) attempt to gain unauthorized access to the Services or Content or their related systems or networks.
6. **Scheduled Maintenance or Downtime.** For the purpose of this provision, "scheduled maintenance" refers to pre-planned activities undertaken by the Company to ensure the proper functioning, security, and efficiency of its systems and services. The Company will make reasonable efforts to provide advance notice to affected parties regarding the timing and duration of scheduled maintenance. During scheduled maintenance or periods of downtime, the liability of the Licensor ("Company") shall be limited as follows:
 - a) The limitation of liability shall apply to any claims, damages, losses, or expenses arising out of or in connection with the scheduled maintenance or downtime, including but not limited to, any interruption of services, data loss, or business disruption.

- b) This limitation of liability shall not apply in the event of gross negligence or willful misconduct on the part of the Company. In cases where the Company's actions or omissions are deemed to be intentionally harmful or grossly negligent, the limitations outlined in this provision shall not restrict liability.
- c) The Company shall not be liable for any indirect, consequential, special, or incidental damages incurred by users or third parties during scheduled maintenance or downtime, including, but not limited to, loss of profits, business interruption, or data corruption.
- d) The Company agrees to use reasonable efforts to minimize the impact of scheduled maintenance or downtime on its users and third parties. However, it does not guarantee uninterrupted access to its services during such periods.
- e) The Company will make reasonable efforts to communicate any unplanned downtime promptly and to provide updates on the expected resolution time. However, the Company shall not be held liable for damages resulting from any failure to communicate downtime or delays in providing updates.

By using the Company's services, users and third parties acknowledge and agree to the terms of this limitation of liability during scheduled maintenance or downtime. This provision shall be an integral part of any agreement or terms of service governing the use of the Company's services.

7. CONFIDENTIALITY. Confidential Information also includes the existence and material terms of this EULA, the Terms of Use or any Order, and the purposes for which Client and End-Users use the Content. Client's Confidential Information will include Client's data stored through the Services. Company's Confidential Information will include the Services and Content. Confidential Information of each Party will include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information (other than Content) will not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party.
- ii. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.
- iii. is received from a third party without breach of any obligation owed to the Disclosing Party.
- iv. was independently developed by the Receiving Party.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party agrees:

- i. not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this EULA.
- ii. except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement *and* who have signed confidentiality agreements with the Receiving Party containing protections *no less stringent* than those herein.
- iii. Neither party will disclose the terms of this EULA, Terms of Use, or any Order to any third party other than its legal counsel and accountants, without the other party's prior written consent.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. DATA SECURITY. End User warrants that it has adopted and implemented technical and organizational measures to protect Company Confidential Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. To fulfill its obligations under this section, Client shall have in place, at a minimum any physical, technical, administrative, and organizational safeguards that meet industry standard best practices and provide for and ensure:

- a. protection of business facilities, paper files, servers, computing equipment, including without limitation all mobile devices and other equipment with information storage capability, and backup systems containing Company Confidential Information.
- b. network, application (including databases) and platform security.
- c. business systems designed to optimize security and proper disposal of Company Confidential Information.

- d. secure transmission and storage of Company Confidential Information.
- e. authentication and access control mechanisms over Company Confidential Information, media, applications, operating systems, and equipment.
- f. personnel security and integrity, including background checks where consistent with applicable law.
- g. annual training to Client's End Users on how to comply with the Client's physical, technical, and administrative information security safeguards and confidentiality obligations under applicable laws, rules, regulations, and guidelines.
- h. reasonably up to date versions of security agent software for systems that house Company Confidential Information, which include malware protection, and use reasonably up to date patches and virus definitions.
- i. storage limitations such that Company Confidential Information resides only on servers in data centers that comply with industry standard data center security controls, and restrictions to ensure that Company Confidential Information files are not placed on any notebook hard drive or removable media, such as compact disc or flash drives, unless encrypted.

Clients shall regularly test and monitor the effectiveness of its safeguards, controls, systems, and procedures. Clients shall periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Company Confidential Information, and ensure these risks are addressed.

8. SECURITY BREACH. In the event that Client experiences an actual or suspected security breach of Company Confidential Information or End User becomes aware of such breach, or receives a complaint from a third party that a security breach has occurred, Client or End User will notify Company of the breach as soon as practical, but in no case later than twenty four (24) hours after the suspected breach. Actual and suspected security breach shall include, but not be limited to:

- a) a physical trespass on a secure facility in which Company Confidential Information is maintained.
- b) intrusion or hacking into a computing system on which Company Confidential Information is maintained.
- c) loss or theft of a computer, mobile device, hard drive, other information storage device, or printed materials which contain Company Confidential Information.

- d) a potential or actual misuse, compromise, or unauthorized access to or release of Company Confidential Information that compromises the safety or security of a natural person.

In the event of a breach, Client shall take immediate steps to remedy the breach at Client's expense in cooperation with Company and in accordance with individual privacy rights and laws, and shall immediately notify Company by email to contactus@anomalysix.com. Such notice shall include the following:

- 1) A full, detailed description of the breach.
- 2) The name and contact information for a primary security contact within Client's organization.
- 3) The date and approximate time of the breach.
- 4) The scope, magnitude or expected impact level of the breach.
- 5) Steps and controls implemented to mitigate widespread damage or impact caused by the breach.

Client agrees to fully cooperate with Company in Company's handling of the matter, including without limitation any investigation, reporting or other obligations required by applicable law or regulation, or as otherwise required by Company, and will work with Company to otherwise respond to and mitigate any damages caused by the breach. Client shall not notify any third party, other than Client's agents and/or vendors who are subject to the obligations of confidentiality to Client, of the breach without Company's prior, written authorization. Client shall reimburse Company for all costs incurred in responding to, investigating, and/or mitigating damages caused by a security breach.

- 9. SUSPENSION.** Company reserves the right to temporarily suspend or terminate Client's or any End User's access to the Services at any time in its sole discretion, without incurring liability of any kind in the event that Client or End User violates this EULA, with or without notice, and without cause for maintenance purposes. Company may suspend or terminate Client's or End User's access to or use of the Services for:

- 1) the actual or suspected violation of this EULA.
- 2) the use of the Services in a manner that may cause Company to have legal liability or disrupt others' use of the Services.
- 3) the suspicion or detection of any malicious code, virus or other harmful code by an End User or in an End User's account.
- 4) scheduled downtime and recurring downtime.
- 5) use of excessive storage capacity or bandwidth.
- 6) unplanned technical problems and outages.
- 7) unauthorized access or use of the Content or Services.

If, in Company's determination, the suspension might be indefinite and/or Company has elected to terminate Client's or an End User's access to the Services, Company will use commercially reasonable efforts to notify Client or End User through the Services. End User acknowledges that if End User's access to the Services is suspended or terminated, End User may no longer have access to the Content and/or the Services. Company reserves the right, in its sole discretion, to deactivate, change and/or require End User to change its user account that it may obtain through the Services for any reason. Company may exercise such right at any time, with or without prior notice. Company will not assume or have any liability for any action or inaction with respect to Client's use of the Services, and Client hereby releases Company from all such liability.

10. DISCLAIMER OF WARRANTIES. THE SERVICES AND CONTENT ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS EULA EXCEED FEES PAID BY CLIENT TO COMPANY DURING THE THREE MONTH PERIOD PRECEDING THE CLAIM GIVING RISE TO LIABILITY. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

VISUALIZATION ENGINE ADDENDUM

This Visualization Engine (VE) Addendum (the “*Addendum*”) is an addendum to, and is hereby incorporated into, the Master Data License and Services Agreement between A6 and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “*Agreement*”). Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Terms.

1. ORDERS, ACCESS AND USE

1.1 Orders.

1.2 The Parties shall negotiate and sign each SOW separately. Each SOW shall set out a description of the applicable A6 Services, the costs associated with such A6 Services, the period

of time Customer will have access to the ordered A6 Services (the “**Access Term**”), the schedule of payments for the performance of such A6 Services, and any unique additional terms. Each SOW shall be incorporated in this Agreement by reference.

1.3 Provision of Access. Subject to the terms and conditions contained in this Agreement and upon full satisfaction of all Customer payment obligations to A6 under this Agreement, A6 hereby grants to Customer a non-exclusive, non-transferable, limited license during the Access Term, solely for Customer’s internal business purposes and in accordance with the limitations (if any) set forth in the SOW, (a) to access and use A6’s proprietary platform, (the “**VE Platform**”) in accordance with A6’s standard user manuals and/or related documentation generally made available to customers (the “**Documentation**”); and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer’s use of the VE Platform. Customer may permit any individual or such other entity as may be authorized by an SOW, by virtue of such individual’s relationship to, or permissions from, Customer (each, an “**Authorized User**”) to access and use the features and functions of the VE Platform as contemplated by this Agreement. On or as soon as reasonably practicable after the effective date of the applicable SOW, A6 shall provide to Customer the necessary access protocols to allow Customer to access the VE Platform.

1.4 Responsibility for Hosting. A6 shall, at its own expense, provide for the hosting of the VE Platform, which is accessible as part of the A6 Services, provided that nothing herein shall be construed to require A6 to provide for, or bear any responsibility with respect to, the development, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to the VE Platform.

1.5 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the VE Platform or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the VE Platform or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the VE Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the VE Platform, except as permitted by law; (e) interfere in any manner with the operation of the VE Platform or the hardware and network used to operate the VE Platform; (f) modify, copy or make derivative works based on any part of the VE Platform or Documentation; (g) access or use the VE Platform to build a similar or competitive product or service; (h) attempt to access the VE Platform through any unapproved interface; (i) use the VE Platform in any manner or for any purpose that violates any right of any other party, including, but not limited to, rights of privacy, intellectual property, or publicity; (j) re-identify any deidentified or aggregated data using the VE Platform; or (k) otherwise use the VE Platform or Documentation in any manner that exceeds the scope of use permitted under Section 1.2 or in a manner inconsistent with applicable law, the Documentation, or this Addendum.

2. RETAINED RIGHTS; OWNERSHIP.

2.1 Ownership of Customer Data. Customer retains all right, title and interest in and to the query data provided to A6 and uploaded to the VE Platform (“**Customer Data**”), and A6 acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. A6 further acknowledges that Customer retains the right to use the Customer Data for any purpose in Customer’s sole discretion.

2.2 Ownership of A6 Services. Subject to the rights granted in this Agreement, A6 retains all right, title and interest in and to the VE Platform and Documentation, and all worldwide intellectual property rights in each of the foregoing, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that A6 retains the right to use the foregoing for any purpose in A6's sole discretion.

2.3 Auditing Rights and Required Records. If any amounts payable under this Addendum are not based upon a fixed sum ascertainable as of the effective date of the applicable SOW, Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. A6 will have the right, at its own expense, upon reasonable prior notice, to periodically inspect and audit the records of Customer with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid A6 with respect to any amounts due and payable during the period to which such inspection and audit relate, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3.3, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Customer during the period to which such audit relates, Customer shall reimburse A6 for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination or expiration of this Agreement.

3. CUSTOMER RESPONSIBILITIES.

3.1 Customer License. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer grants A6 a non-exclusive, perpetual, worldwide, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing and improving the Services, and (b) to use the Customer trademarks, service marks, and logos as required to provide the Services. Notwithstanding the foregoing, A6 may use the Customer Data after the Term to: (i) improve the VE Platform and A6's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services.

3.2 Customer Warranty. Customer represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage A6's system or data; and (e) otherwise violate the rights of a third party. A6 is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the VE Platform contrary to or in violation of the representations and warranties of Customer in this Section 3.2 constitutes unauthorized and improper use of the VE Platform.

3.3 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required in order to access the A6 Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data.

4. REPRESENTATIONS AND WARRANTIES.

4.1 A6 represents and warrants that it will use commercially reasonable measures to provide the A6 Service and perform its other obligations under this Addendum in a professional and workmanlike manner substantially consistent with general industry standards, however, A6 does not warrant any algorithm or software underlying the A6 Services will be error free or will operate without interruption. Notwithstanding the foregoing, A6 makes no representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Master Terms.

5. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

5.1 Internet Delays. THE VE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. A6 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 4 OR A PARTICULAR SOW, A6 MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE MASTER TERMS.

6. INDEMNIFICATION

6.1 Indemnification by A6.

(a) A6 shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of the VE Platform expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives A6 (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as A6 may reasonably request, at A6's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, A6 shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the VE Platform with products, services, information, materials, technologies, methods or processes not furnished by A6; (2) modifications to the VE Platform, which modifications are not made by A6; (3) failure to use updates to the VE Platform provided by A6; or (4) use of the VE Platform except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "*Customer Indemnity Responsibilities*").

(b) Upon the occurrence of a claim for which indemnity is or may be due under this Section 6.1, or in the event that A6 believes that such a claim is likely, A6 may, at its option (i) appropriately modify the VE Platform so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer. The obligations set forth in this Section 6.1 shall constitute A6's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

6.2 Indemnification by Customer. Customer shall indemnify, hold harmless, and, at A6's option, defend A6 from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities, Customer's use of the VE Platform, or Customer's breach of this Agreement. In the event that A6 elects to require Customer to provide defense for such claim, A6 agrees to give Customer (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement thereof; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against A6 unless such settlement completely and forever releases A6 with respect thereto or unless A6 provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of A6, A6 may participate in such defense at its own expense by counsel of its choice.

7. TERM AND TERMINATION.

7.1 Term. The term of this Addendum will begin on the date Customer accepts it and continue in full force and effect as long as any SOW remains in effect, unless earlier terminated in accordance with the Addendum. Unless otherwise stated in the applicable SOW, the term of an SOW will begin on the effective date of the SOW and continue in full force and effect for __<insert length of performance>__, unless earlier terminated in accordance with the Agreement.

7.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum will terminate in the event that such cure is not made within such thirty (30)-day period.

7.3 Effect of Termination. Upon any termination of this Addendum, (a) all license granted hereunder immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party; and (c) any amounts owed to A6 under this Addendum will become immediately due and payable.

Survival. The provisions of Sections 1.4, 2, 3, 5, 6, and 7 will survive the termination of this Addendum.

8. ACCEPTABLE USE POLICY

8.1 Automated Querying: Users may not send automated queries of any sort to the platform without express permission in advance from Anomaly Six. Please note that "sending automated queries" includes, among other things:

- Using any form of automated device or computer program that enables the submission of queries without the express written consent of Anomaly Six.
- Using any device, software, or routine that interferes or attempts to interfere with the normal operation of Anomaly Six.
- Excessive querying may impact the stability of our servers or negatively impact the experience for other users.

8.2 Limits on Usage: Anomaly Six reserves the right to set and enforce limits on your use of the Anomaly Six services at its sole discretion. This may include but is not limited to, limiting the number of queries or the volume of data that may be accessed within a given time period - typically a 24-hour period, or a calendar month.

8.3. Scripting and Bots: The use of bots, scripts, web crawlers, or other automated processes to access, query, or use the Anomaly Six services is strictly prohibited, unless you have received express written permission from Anomaly Six. Any attempt to circumvent this policy may result in immediate suspension or termination of your account and may subject you to legal penalties and damages.

8.4. Resource Usage: If Anomaly Six determines that your activity or your use of the service is causing a strain on resources or is otherwise impacting the service in a negative way, Anomaly Six may throttle your usage or suspend or terminate your account without notice.

8.5. Security and Integrity: You agree not to compromise the security of Anomaly Six services or tamper with the system or accounts on which it runs. You agree not to disrupt or interfere with the proper functioning of Anomaly Six services, including any deliberate attempt to overload a system by broadcast attacks or flooding techniques.

9. UNACCEPTABLE USE

Violation of this Acceptable Use Policy may result in the immediate suspension or termination of your account, legal action against you, and the notification of law enforcement authorities as necessary. Anomaly Six reserves the right to take any necessary action to protect our services, infrastructure, users, or third parties.

10. CHANGES

Anomaly Six reserves the right to modify this Acceptable Use Policy and or any other policy referenced within this Agreement at any time, and such modifications will be effective immediately upon posting of the modified policy. It is your responsibility to review this policy periodically for changes. Your continued use of Anomaly Six services signifies your acceptance of the terms of this policy.

QUERY BUILDER ADDENDUM

This Query Builder (QB) Addendum (the “*Addendum*”) is an addendum to, and is hereby incorporated into, the Master Data License and Services Agreement between A6 and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “*Agreement*”). Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Terms.

11. ORDERS, ACCESS AND USE

11.1 Orders.

11.2 The Parties shall negotiate and sign each SOW separately. Each SOW shall set out a description of the applicable A6 Services, the costs associated with such A6 Services, the period of time Customer will have access to the ordered A6 Services (the “*Access Term*”), the schedule

of payments for the performance of such A6 Services, and any unique additional terms. Each SOW shall be incorporated in this Agreement by reference.

11.3 Provision of Access. Subject to the terms and conditions contained in this Agreement and upon full satisfaction of all Customer payment obligations to A6 under this Agreement, A6 hereby grants to Customer a non-exclusive, non-transferable, limited license during the Access Term, solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the SOW, (a) to access and use A6's proprietary platform, (the "*QB Platform*") in accordance with A6's standard user manuals and/or related documentation generally made available to customers (the "*Documentation*"); and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the VE Platform. Customer may permit any individual or such other entity as may be authorized by an SOW, by virtue of such individual's relationship to, or permissions from, Customer (each, an "*Authorized User*") to access and use the features and functions of the VE Platform as contemplated by this Agreement. On or as soon as reasonably practicable after the effective date of the applicable SOW, A6 shall provide to Customer the necessary access protocols to allow Customer to access the QB Platform.

11.4 Responsibility for Hosting. A6 shall, at its own expense, provide for the hosting of the VE Platform, which is accessible as part of the A6 Services, provided that nothing herein shall be construed to require A6 to provide for, or bear any responsibility with respect to, the development, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to the VE Platform.

11.5 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the VE Platform or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the QB Platform or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the QB Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the QB Platform, except as permitted by law; (e) interfere in any manner with the operation of the QB Platform or the hardware and network used to operate the QB Platform; (f) modify, copy or make derivative works based on any part of the QB Platform or Documentation; (g) access or use the QB Platform to build a similar or competitive product or service; (h) attempt to access the QB Platform through any unapproved interface; (i) use the QB Platform in any manner or for any purpose that violates any right of any other party, including, but not limited to, rights of privacy, intellectual property, or publicity; (j) re-identify any deidentified or aggregated data using the QB Platform; or (k) otherwise use the QB Platform or Documentation in any manner that exceeds the scope of use permitted under Section 1.2 or in a manner inconsistent with applicable law, the Documentation, or this Addendum.

12. RETAINED RIGHTS; OWNERSHIP.

12.1 Ownership of Customer Data. Customer retains all right, title and interest in and to the query data provided to A6 and uploaded to the QB Platform ("Customer Data"), and A6 acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. A6 further acknowledges that Customer retains the right to use the Customer Data for any purpose in Customer's sole discretion.

12.2 Ownership of A6 Services. Subject to the rights granted in this Agreement, A6 retains all right, title and interest in and to the QB Platform and Documentation, and all worldwide

intellectual property rights in each of the foregoing, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that A6 retains the right to use the foregoing for any purpose in A6's sole discretion.

12.3 Auditing Rights and Required Records. If any amounts payable under this Addendum are not based upon a fixed sum ascertainable as of the effective date of the applicable SOW, Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. A6 will have the right, at its own expense, upon reasonable prior notice, to periodically inspect and audit the records of Customer with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid A6 with respect to any amounts due and payable during the period to which such inspection and audit relate, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3.3, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Customer during the period to which such audit relates, Customer shall reimburse A6 for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination or expiration of this Agreement.

13. CUSTOMER RESPONSIBILITIES.

13.1 Customer License. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer grants A6 a non-exclusive, perpetual, worldwide, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing and improving the Services, and (b) to use the Customer trademarks, service marks, and logos as required to provide the Services. Notwithstanding the foregoing, A6 may use the Customer Data after the Term to: (i) improve the VE Platform and A6's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services.

13.2 Customer Warranty. Customer represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage A6's system or data; and (e) otherwise violate the rights of a third party. A6 is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the QB Platform contrary to or in violation of the representations and warranties of Customer in this Section 3.2 constitutes unauthorized and improper use of the VE Platform.

13.3 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required in order to access the A6 Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data.

14. REPRESENTATIONS AND WARRANTIES.

14.1 A6 represents and warrants that it will use commercially reasonable measures to provide the A6 Service and perform its other obligations under this Addendum in a professional and workmanlike manner substantially consistent with general industry standards, however, A6 does not warrant any algorithm or software underlying the A6 Services will be error free or will operate without interruption. Notwithstanding the foregoing, A6 makes no representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Master Terms.

15. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

15.1 Internet Delays. THE VE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. A6 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

15.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 4 OR A PARTICULAR SOW, A6 MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE MASTER TERMS.

16. INDEMNIFICATION

16.1 Indemnification by A6.

(a) A6 shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of the QB Platform expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives A6 (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as A6 may reasonably request, at A6's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, A6 shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the QB Platform with products, services, information, materials, technologies, methods or processes not furnished by A6; (2) modifications to the VE Platform, which modifications are not made by A6; (3) failure to use updates to the VE Platform provided by A6; or (4) use of the QB Platform except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "*Customer Indemnity Responsibilities*").

(b) Upon the occurrence of a claim for which indemnity is or may be due under this Section 6.1, or in the event that A6 believes that such a claim is likely, A6 may, at its option (i) appropriately modify the QB Platform so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer. The obligations set forth in this Section 6.1 shall constitute A6's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

16.2 Indemnification by Customer. Customer shall indemnify, hold harmless, and, at A6's option, defend A6 from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities, Customer's use of the VE Platform, or Customer's breach of this Agreement. In the event that A6 elects to require Customer to provide defense for such claim, A6 agrees to give Customer (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement thereof; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against A6 unless such settlement completely and forever releases A6 with respect thereto or unless A6 provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of A6, A6 may participate in such defense at its own expense by counsel of its choice.

17. TERM AND TERMINATION.

17.1 Term. The term of this Addendum will begin on the date Customer accepts it and continue in full force and effect as long as any SOW remains in effect, unless earlier terminated in accordance with the Addendum. Unless otherwise stated in the applicable SOW, the term of an SOW will begin on the effective date of the SOW and continue in full force and effect for __<insert length of performance>__, unless earlier terminated in accordance with the Agreement.

17.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum will terminate in the event that such cure is not made within such thirty (30)-day period.

17.3 Effect of Termination. Upon any termination of this Addendum, (a) all license granted hereunder immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party; and (c) any amounts owed to A6 under this Addendum will become immediately due and payable.

Survival. The provisions of Sections 1.4, 2, 3, 5, 6, and 7 will survive the termination of this Addendum.

18. ACCEPTABLE USE POLICY

18.1 Automated Querying: Users may not send automated queries of any sort to the platform without express permission in advance from Anomaly Six. Please note that "sending automated queries" includes, among other things:

- Using any form of automated device or computer program that enables the submission of queries without the express written consent of Anomaly Six.
- Using any device, software, or routine that interferes or attempts to interfere with the normal operation of Anomaly Six.
- Excessive querying may impact the stability of our servers or negatively impact the experience for other users.

8.2 Limits on Usage: Anomaly Six reserves the right to set and enforce limits on your use of the Anomaly Six services at its sole discretion. This may include but is not limited to, limiting the number of queries or the volume of data that may be accessed within a given time period - typically a 24-hour period, or a calendar month.

8.3. Scripting and Bots: The use of bots, scripts, web crawlers, or other automated processes to access, query, or use the Anomaly Six services is strictly prohibited, unless you have received express written permission from Anomaly Six. Any attempt to circumvent this policy may result in immediate suspension or termination of your account and may subject you to legal penalties and damages.

8.4. Resource Usage: If Anomaly Six determines that your activity or your use of the service is causing a strain on resources or is otherwise impacting the service in a negative way, Anomaly Six may throttle your usage or suspend or terminate your account without notice.

8.5. Security and Integrity: You agree not to compromise the security of Anomaly Six services or tamper with the system or accounts on which it runs. You agree not to disrupt or interfere with the proper functioning of Anomaly Six services, including any deliberate attempt to overload a system by broadcast attacks or flooding techniques.

19. UNACCEPTABLE USE

Violation of this Acceptable Use Policy may result in the immediate suspension or termination of your account, legal action against you, and the notification of law enforcement authorities as necessary. Anomaly Six reserves the right to take any necessary action to protect our services, infrastructure, users, or third parties.

20. CHANGES

Anomaly Six reserves the right to modify this Acceptable Use Policy and or any other policy referenced within this Agreement at any time, and such modifications will be effective immediately upon posting of the modified policy. It is your responsibility to review this policy periodically for changes. Your continued use of Anomaly Six services signifies your acceptance of the terms of this policy.

GATEWAY CONNECT ADDENDUM

This Gateway Connect (GC) Addendum (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the Master Data License and Services Agreement between A6 and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “**Agreement**”). Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Terms.

1. ORDERS, ACCESS AND USE

1.1 Orders. The Parties shall negotiate and sign each SOW separately. Each SOW shall set out a description of the applicable A6 Services, the costs associated with such A6 Services, the period of time Customer will have access to the ordered A6 Services (the “**Access Term**”), the schedule of payments for the performance of such A6 Services, and any unique additional terms. Each SOW shall be incorporated in this Agreement by reference.

1.2 Provision of Access. Subject to the terms and conditions contained in this Agreement and upon full satisfaction of all Customer payment obligations to A6 under this Agreement, A6 hereby grants to Customer a non-exclusive, non-transferable, limited license during the Access Term, solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the SOW, (a) to access and use A6's proprietary platform, (the "**Gateway Connect Platform**") in accordance with A6's standard user manuals and/or related documentation generally made available to customers (the "**Documentation**"); (b) to use any A6 Data acquired from the A6 Services; and (c) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Gateway Connect Platform. Customer may permit any individual or such other entity as may be authorized by an SOW, by virtue of such individual's relationship to, or permissions from, Customer (each, an "**Authorized User**") to access and use the features and functions of the Gateway Connect Platform as contemplated by this Agreement. On or as soon as reasonably practicable after the effective date of the applicable SOW, A6 shall provide to Customer the necessary access protocols to allow Customer to access the Gateway Connect Platform.

1.3 Responsibility for Hosting. A6 shall, at its own expense, provide for the hosting of the Gateway Connect Platform, which is accessible as part of the A6 Services, provided that nothing herein shall be construed to require A6 to provide for, or bear any responsibility with respect to, the development, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Gateway Connect Platform.

1.4 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Gateway Connect Platform or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Gateway Connect Platform or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Gateway Connect Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Gateway Connect Platform, except as permitted by law; (e) interfere in any manner with the operation of the Gateway Connect Platform or the hardware and network used to operate the Gateway Connect Platform; (f) modify, copy or make derivative works based on any part of the Gateway Connect Platform or Documentation; (g) access or use the Gateway Connect Platform to build a similar or competitive product or service; (h) attempt to access the Gateway Connect Platform through any unapproved interface; or (i) otherwise use the Gateway Connect Platform or Documentation in any manner that exceeds the scope of use permitted under Section 1.2 or in a manner inconsistent with applicable law, the Documentation, or this Addendum.

2. RETAINED RIGHTS; OWNERSHIP.

2.1 Ownership of Customer Data. Customer retains all right, title and interest in and to the query data provided to A6 and uploaded to the Gateway Connect Platform ("Customer Data"), and A6 acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. A6 further acknowledges that Customer retains the right to use the Customer Data for any purpose in Customer's sole discretion.

2.2 Ownership of A6 Services. Subject to the rights granted in this Agreement, A6 retains all right, title and interest in and to the Gateway Connect Platform and Documentation, and all worldwide intellectual property rights in each of the foregoing, and Customer acknowledges

that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that A6 retains the right to use the foregoing for any purpose in A6's sole discretion.

2.3 Auditing Rights and Required Records. If any amounts payable under this Addendum are not based upon a fixed sum ascertainable as of the effective date of the applicable SOW, Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. A6 will have the right, at its own expense, upon reasonable prior notice, to periodically inspect and audit the records of Customer with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid A6 with respect to any amounts due and payable during the period to which such inspection and audit relate, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3.3, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Customer during the period to which such audit relates, Customer shall reimburse A6 for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination or expiration of this Agreement.

3. CUSTOMER RESPONSIBILITIES.

3.1 Customer License. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer grants A6 a non-exclusive, perpetual, worldwide, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing and improving the Services, and (b) to use the Customer trademarks, service marks, and logos as required to provide the Services. Notwithstanding the foregoing, A6 may use the Customer Data after the Term to: (i) improve the Gateway Connect Platform and A6's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services.

3.2 Customer Warranty. Customer represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage A6's system or data; and (e) otherwise violate the rights of a third party. A6 is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Gateway Connect Platform contrary to or in violation of the representations and warranties of Customer in this Section 3.2 constitutes unauthorized and improper use of the Gateway Connect Platform.

3.3 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required in order to access the A6 Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data.

4. REPRESENTATIONS AND WARRANTIES.

A6 represents and warrants that it will use commercially reasonable measures to provide the A6 Service and perform its other obligations under this Addendum in a professional and workmanlike manner substantially consistent with general industry standards, however, A6 does not warrant any algorithm or software underlying the A6 Services will be error free or will operate without interruption. Notwithstanding the foregoing, A6 makes no representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Master Terms.

5. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

5.1 Internet Delays. THE SHAREHOUSE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. A6 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 4 OR A PARTICULAR SOW, A6 MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE MASTER TERMS.

6. INDEMNIFICATION

6.1 Indemnification by A6.

A6 shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of the Gateway Connect Platform expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives A6 (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as A6 may reasonably request, at A6's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, A6 shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Gateway Connect Platform with products, services, information, materials, technologies, methods or processes not furnished by A6; (2) modifications to the Gateway Connect Platform, which modifications are not made by A6; (3) failure to use updates to the Gateway Connect Platform provided by A6; or (4) use of the Gateway Connect Platform except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "*Customer Indemnity Responsibilities*").

(a) Upon the occurrence of a claim for which indemnity is or may be due under this Section 6.1, or in the event that A6 believes that such a claim is likely, A6 may, at its option (i) appropriately modify the Gateway Connect Platform so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer. The obligations set forth in this Section 6.1 shall constitute A6's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

6.2 Indemnification by Customer. Customer shall indemnify, hold harmless, and, at A6's option, defend A6 from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities, Customer's use of the Gateway Connect Platform, or Customer's breach of this Agreement. In the event that A6 elects to require Customer to provide defense for such claim, A6 agrees to give Customer (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement thereof; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against A6 unless such settlement completely and forever releases A6 with respect thereto or unless A6 provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of A6, A6 may participate in such defense at its own expense by counsel of its choice.

7. TERM AND TERMINATION.

7.1 Term. The term of this Addendum will begin on the date Customer accepts it and continue in full force and effect as long as any SOW remains in effect, unless earlier terminated in accordance with the Addendum. Unless otherwise stated in the applicable SOW, the term of an SOW will begin on the effective date of the SOW and continue in full force and effect for __<insert length of performance>_____, unless earlier terminated in accordance with the Agreement.

7.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum will terminate in the event that such cure is not made within such thirty (30)-day period.

7.3 Effect of Termination. Upon any termination of this Addendum, (a) all license granted hereunder immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party; and (c) any amounts owed to A6 under this Addendum will become immediately due and payable.

7.4 Survival. The provisions of Sections 1.4, 2, 5, 6, and 7 will survive the termination of this Addendum.

DATA DIRECT ADDENDUM

This Data Direct (“**DD**”) Addendum (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the A6 Master Data License and Services Agreement between A6 and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “**Agreement**”). Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Terms.

ORDERS, LICENSE AND USE

1. **Orders.** The Parties shall negotiate and sign each SOW separately. Each SOW shall set out a description of the applicable A6 Services, the costs associated with such A6 Services, the schedule of payments for the performance of such A6 Services, and any unique additional terms. Each SOW shall be incorporated in this Agreement by reference.
2. **License to A6.** Subject to the terms and conditions of this Addendum, Customer hereby grants to A6 a non-exclusive, non-transferable, fully paid, perpetual right and license to: (i) access,

collect, assemble, compile, analyze, repurpose and transmit the queries provided by Customer (the “**Customer Data**”); (ii) associate, combine and synthesize Customer Data with A6’s data or models; and (iii) use Customer Data to develop and create aggregated data models alone or in combination with Customer Data and A6’s Data Models (“**Data Models**”). A6 may also use, transmit, distribute, and/or publish any aggregation of Customer Data, or other data and information received, collected and/or compiled through its provision of the A6 Services, provided that in respect of Customer’s data and information, A6 will not disclose the identity of Customer or any individual entities.

3. **License to Customer.** Upon full satisfaction of all Customer payment obligations to A6 under the Agreement and subject to Section 1.4(Restrictions) and Section 2 (Ownership; Proprietary Rights) , A6 hereby grants to Customer a perpetual non-exclusive, royalty-free, fully-paid, non-transferable, non-sublicensable, worldwide license to use, reproduce, perform and display for its own use any A6 Data Models or A6 Data under this Addendum, all solely for its own internal use. Any such A6 Data Models or A6 Data shall be considered Confidential Information.
4. **Restrictions.** Except as expressly permitted herein, Customer will not, directly or indirectly: (i) rent, lease, distribute, sublicense, or loan Data Models therein to any third party; (ii) permit any third party to access and/or use the Data Models; (iii) reverse engineer, disassemble, decompile, reverse compile, or create any derivative work from any part of the Data Models; (iv) incorporate the Data Models with or into any other data, application, product or service that discloses the Data Models to third parties or creates a competitive product or service with A6; (v) use the Data Models in any manner or for any purpose that violates any right of any other party, including, but not limited to, rights of privacy, intellectual property, or publicity; (vi) identify, re-identify, or attempt to identify or re-identify any individual who is the subject of any Data Models; or (vii) otherwise use the Data Models in any manner that exceeds the scope of use permitted under Section 1 or in a manner inconsistent with applicable law or this Addendum.
2. **OWNERSHIP; PROPRIETARY RIGHTS.** Subject to the rights granted in Section 1, A6 retains all right, title and interest in and to the Data Models and all intellectual property rights embodied therein or practiced thereby, and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Addendum. Customer further acknowledges that A6 retains the right to use the Data Models for any purpose in A6’ sole discretion, and A6 reserves all rights not expressly granted in this Addendum.
3. **DELIVERY OF DATA MODELS.** . On or as soon as reasonably practicable after the effective date of the applicable SOW, A6 shall deliver to Customer the Data Models as set forth in the applicable SOW for use by Customer in exercising its rights under the licenses granted in Section 1.3. Delivery shall be deemed complete upon receipt by Customer of media upon which the Data Models are digitally stored (the “**Delivery Date**”).
4. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants that: (i) it has the full power and authority to enter into and perform under this Agreement and that the person executing this Agreement on behalf of such Party is authorized to bind such Party; (ii) this Agreement is valid and binding on it and enforceable against it in accordance with the terms hereof; (iii) the execution and such Party’s performance under this Agreement will not conflict with or otherwise violate any other agreements or commitments of such Party; (iv) no authorization or approval from any third party is required in connection with such Party’s execution, delivery, or performance of this Agreement; and (v) it will perform its obligations in accordance with applicable federal, state, and local laws, rules, and regulations in performance of its obligations hereunder. Notwithstanding the foregoing, A6 makes no

representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Master Terms.

5. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

- 1. Internet Delays.** THE A6 PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. A6 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 2. Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 4 OR A PARTICULAR SOW, A6 MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE MASTER TERMS.

6. INDEMNIFICATION.

1. Indemnification by A6.

A6 shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of the A6 Platform expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives A6 (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as A6 may reasonably request, at A6's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, A6 shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the A6 Platform with products, services, information, materials, technologies, methods or processes not furnished by A6; (2) modifications to the A6 Platform, which modifications are not made by A6; (3) failure to use updates to the A6 Platform provided by A6; or (4) use of the A6 Platform except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "**Customer Indemnity Responsibilities**").

Upon the occurrence of a claim for which indemnity is or may be due under this Section 6.1, or in the event that A6 believes that such a claim is likely, A6 may, at its option (i) appropriately modify the A6 Platform so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer. The obligations set forth in this Section 6.1 shall constitute A6's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

- 2. Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at A6's option, defend A6 from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities, Customer's use of the A6 Platform, or Customer's breach of this Agreement. In the event that A6 elects to require Customer to provide defense for such claim, A6 agrees to give Customer (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement thereof; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in

connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against A6 unless such settlement completely and forever releases A6 with respect thereto or unless A6 provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of A6, A6 may participate in such defense at its own expense by counsel of its choice.

2. TERM AND TERMINATION.

1. **Effect of Termination.** Upon any termination of this Addendum, (a) all license granted hereunder immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party; and (c) any amounts owed to A6 under this Addendum will become immediately due and payable.
2. **Survival.** The provisions of Sections 1.2, 1.4, 2, 5, 6, 7.1, and 7.2 will survive the termination of this Addendum.

Exhibit A Statement of Work

This Statement of Work (SOW) outlines the specific services to be performed by Anomaly Six, LLC ("A6") for [Customer Name] ("Customer") under the Master Data License and Services Agreement dated [Effective Date of MSA] (the "Agreement"). This SOW is subject to the terms and conditions of the Agreement.

Period of Performance (POP):

Start Date _____

End Date _____

Key Milestones:

[insert here]

General Acceptance Criteria:

The Customer will accept the services and deliverables outlined in this Statement of Work (SOW) upon verification that the following criteria have been met:

1. Data Delivery and Accessibility:

- a. All specified data products (e.g., Precise Location Data, Identity Graph Data, IP Graph Data, Maritime Data, Aviation Data, Signals Data, Custom Region Data, Custom Historical Data) are delivered to the Customer in the agreed-upon format and through the designated channels (e.g., exports, Gateway Connect).
- b. The Customer can successfully access and retrieve the provided data within the specified platforms (e.g., Optic, Visualization Engine, DataDirect, QueryBuilder).

2. Platform Functionality:

- a. Optic, Visualization Engine, DataDirect, and QueryBuilder platforms are operational and accessible to the authorized Customer users.
- b. All features and functionalities of these platforms, as described in the product descriptions, are working as intended.
- c. GatewayConnect is fully functional, and data is being moved into the customer's dedicated instance.

3. Service Provision:

- a. Managed Services, if included, are provided by A6 Subject Matter Experts in accordance with the agreed-upon scope and objectives.
- b. Additional End-User Seats are provisioned and accessible to the designated Customer personnel.
- c. Credits are properly allocated to the customer accounts.

4. Customization and Configuration:

- a. Custom Region Data and Custom Historical Data are delivered according to the specified area of interest (AOI) and time period.
- b. Exports are enabled for the agreed upon products.

5. Documentation and Support:

- a. All necessary documentation is provided to the Customer.
- b. A6 provides reasonable support to assist the Customer with the initial setup and usage of the delivered products and services.

Acceptance will be confirmed in writing by the Customer upon successful verification of these criteria. Any discrepancies or issues will be documented and addressed by A6 within a mutually agreed-upon timeframe.

Scope of Services

A6 will provide the following services to Customer:

Product/Service	Description	Included
Precise Location Data (PLD)	High-accuracy geospatial information about device locations.	
Identity Graph Data (IDG)	Database connecting identifiers associated with hashed email addresses and Mobile Advertising IDs (MAIDs).	
IP Graph Data (IPG)	Mapping of relationships between IP addresses and associated metadata.	
Maritime Data	Information related to vessel activities, shipping, and oceanic operations.	
Aviation Data	Information related to aircraft activities, flight operations, and aerospace activities.	
Signals Data	Data generated within real-time bidding and programmatic advertising ecosystems.	
Custom Region Data	Dataset filtered to Customer-specified geographic boundaries.	
Custom Historical Data	Dataset filtered to Customer-specified time periods.	
Exports Enabled	Feature allowing data extraction and download in standard formats.	
Additional End-User Seats	Licensed access for additional individual users beyond base allocation.	
Gateway Connect (GC)	Cloud-based data warehousing and analytics platform.	
Credits	Unit of measurement for platform resource consumption and billing.	
Optic	Unified platform providing access to A6 products and services.	
Visualization Engine (VE)	Browser-based interface for data visualization and analysis.	
DataDirect (DD)	Platform providing direct data access and API connectivity.	

QueryBuilder (QB)	Interface enabling users to construct and execute data queries.	
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IN WITNESS WHEREOF, the Parties have executed this document as of

ANOMALY SIX, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date