

MASTER TERMS OF SERVICE

Last Updated: October 1, 2025

These Master Terms of Service (these “MTS”) govern the purchase and use of Services provided by the contracting entity identified in an applicable Order Form (“Provider”) to the entity identified as client in that Order Form (“Client”). This Agreement supports multiple Provider legal entities; the applicable Order Form will identify the contracting Provider and, if applicable, any Brand-Specific Terms. Brand-Specific Terms apply only to the Services of that brand and will control over conflicting general terms for those Services. By executing an Order Form that references this Agreement, Client agrees to be bound by the terms of this Agreement. If a Client Affiliate accesses the Services without signing an Order Form, the Client will be responsible for such Affiliate’s use pursuant to the Agreement. Each Order Form is incorporated into the Agreement by reference and will state the Subscription Term for the applicable Services.

1. Key Definitions

“Affiliate” means, with respect to a party, any entity controlling, controlled by, or under common control with that party.

“Aggregated Data” means data, insights, analyses, learnings, models, algorithms, metrics, or other information derived from or related to Client’s use of the Services, which may be combined with data from one or more other clients or sources and presented in an aggregated and anonymized form. Aggregated Data may include, without limitation, statistical or performance information, trends, benchmarks, usage patterns, and other derived data sets created by or for Provider in connection with the provision, operation, improvement, or commercialization of the Services. Aggregated Data does not identify Client, any Authorized User, or any natural person and does not include Client Data, except in de-identified form that cannot reasonably be used to identify Client or any individual.

“Agreement” means, collectively, these MTS (including, without limitation, the DPA, SLA, and all other policies referenced in the MTS), any signed Order Forms between the parties, and all exhibits, written amendments and policies referenced thereto.

“Authorized Users” means an employee, contractor, agent, or philanthropic service provider of Client or its Affiliates who is authorized by Client to access and use the Services on Client’s behalf and for Client’s internal business purposes. Client remains responsible for all use of the Services by its Authorized Users.

“Brand-Specific Terms” means any product or brand-specific addenda or terms referenced in an Order Form that apply to the particular Service specified in the Order Form.

“Confidential Information” has the meaning in Section 10.

“Client Data” means data, content, and information submitted by or for Client via the Platform, but excluding Aggregated Data.

“Documentation” means Provider’s then-current user guides, policies, and technical documentation for the Services.

“DPA” means the parties’ data processing addendum at the URL referenced in the Order Form, governing Provider’s processing of personal data on Client’s behalf, and which is hereby incorporated and made an addendum hereto.

“Platform” means Provider’s software platform and related technologies used to provide the Subscription Services.

“Order Form” means a document executed by the parties that references this Agreement and sets forth the Services to be provided, the applicable Subscription Term, the fees, and any Brand-Specific Terms or special provisions.

“Professional Services” means implementation, configuration, migration, training, or other services identified in an Order Form or statement of work (“SOW”).

“Prohibited Data” means, unless expressly agreed to in writing: (a) payment card data subject to PCIDSS; (b) protected health information under HIPAA; (c) sensitive biometric identifiers; (d) government- issued- identification numbers (outside of limited use expressly permitted in the Documentation); or (e) other categories designated as “Prohibited Data” in the DPA or Documentation.

“Services” means, collectively, the Professional Services and the Subscription Services.

“SLA” means Provider’s then current- service level agreement referenced available at [\[URL\]](#).

“Subscription Services” means subscription access to the Platform, features, modules, and Platform support purchased under an Order Form, including any associated content made available by Provider.

“Subscription Term” means the initial and any renewal period during which Client is authorized to access the Subscription Services as set forth in the Order Form.

“Third-Party Services” means applications, products, or services not provided by Provider that interoperate with, link to, or are used in connection with the Services.

“Trust Portal” has the definition set forth in the DPA.

2. Provision of Services; Access & Use

2.1. Access Rights. During the applicable Subscription Term, and subject to this Agreement and the Order Form, Provider grants Client a non-exclusive, non-sublicensable, non-transferable (except under Section 13.6 13.6 – Assignment) right for Authorized Users to access and use the Subscription Services for Client’s and its Affiliates’ internal business purposes, in accordance with the Documentation and usage limits on the Order Form. Client agrees that neither Subscription Services nor Professional Services are contingent on Provider’s delivery of future functionality. Provider reserves all rights not expressly granted.

2.2. Support; Availability. Provider will provide standard support and make commercially reasonable efforts to make the Subscription Services available in accordance with the SLA. Provider may update the Subscription Services from time to time provided such updates do not materially decrease overall functionality during the then-current Subscription Term.

2.3. Beta Services. Provider may make certain services, features, or functionality available to Client on a trial, pilot, beta, early access, free, or similar basis (“Beta Services”). Beta Services are provided solely for evaluation, may ultimately not be used in production, and may be modified or discontinued at any time. Beta Services are provided “as is” without warranties, indemnities, or support.

2.4. Client Responsibilities. As between Provider and Client, Client is responsible for: (a) the accuracy, quality, legality, and use of all Client Data; (b) selecting, securing, and maintaining its own networks, devices, and internet access; (c) all activity occurring under its accounts; (d) providing Client Assistance as set forth in Section 2.52.4, and (e) ensuring that all Authorized Users comply with this Agreement. Client

will promptly notify Provider of any unauthorized access to or use of the Subscription Services. User credentials may not be shared or reassigned except to replace a former Authorized User. Provider may review usage at renewal to confirm compliance.

2.5. Client Assistance. Client shall provide, in good faith, all cooperation, resources, and assistance reasonably requested by Provider to enable the performance of the Services (including, without limitation, support services during the Subscription Term, and Professional Services during implementation) (“Assistance”), which may include, without limitation: (a) timely performing any tasks, obligations, or dependencies identified in an Order Form or otherwise necessary for Provider to perform its obligations; (b) timely responding to Provider’s inquiries; (c) assigning an internal, primary point of contact for each applicable Order Form, and access to knowledgeable employees and agents; (d) actively participating in scheduled meetings; (e) if on-site Professional Services are being provided, suitable workspace, facilities equipped with internet access; and (f) delivering complete, accurate, and timely information, data, and feedback as reasonably requested. To the extent Client provides Client Data to Provider as part of an implementation, “Assistance” shall also mean Client’s provision of Client Data to Provider in a usable form (e.g. following reasonable industry data categorization and formatting standards), and in a file format reasonably specified by Provider. If Client fails to provide Assistance in a timely manner, Provider may, without liability and in its reasonable discretion: (i) extend any applicable delivery or performance timelines to account for the delay; (ii) charge Client for any additional costs reasonably incurred as a result of the delay, at Provider’s then-current rates; or (iii) terminate the affected Order Form and Agreement.

2.6. Usage Restrictions. Client shall not (and shall not permit any third party to): (a) copy, modify, translate, create derivative works of, frame, mirror, or remove proprietary notices from the Services, Platform, or Documentation, except to the extent expressly permitted by the Documentation; (b) rent, lease, sell, sublicense, distribute, make available, or otherwise provide the Services for the benefit of any party other than Clients or its Affiliates, except to the extent an Authorized User (including, for clarity, a philanthropic service provider) is accessing or using the Services on Client’s behalf and for Client’s internal business purposes as expressly permitted under this Agreement; (c) attempt to reverse engineer, decompile, disassemble, de-encrypt, decode, adapt, or otherwise derive or gain access to any software component or source code of the Services, except to the extent permitted by applicable law; (d) use the Services to develop, build, or support a competing product or service, copy ideas, features or functions of the Services or Platform, or use any portion of the Services or Platform for benchmarking or competitive analysis without Provider’s prior written consent; (e) interfere with or disrupt the integrity, legality, performance, or security of the Services or third-party data therein, circumvent usage limits, or attempt unauthorized access to the Services or related systems; (f) upload to or process via the Services any Prohibited Data; or (g) use the Services or Documentation in violation of applicable law, the Trust Portal, or third-party intellectual property or other rights.

2.7. Usage Verification. Provider may monitor and verify Client’s use of the Subscription Services and Platform for compliance with the scope, limitations, and entitlements set forth in this Agreement and the applicable Order Form(s). If such monitoring or verification reveals usage in excess of the rights purchased by Client, Provider may invoice Client for such excess usage at the rates set forth in the applicable Order Form, or if no such rates are specified, at Provider’s then-current standard rates.

2.8. Third-Party Services.

2.8.1. The Platform may interoperate with or link to Third-Party Services. Except for the specific use case described in Section 1.1.3 below, all acquisition, licensing, or use of Third-Party Services is solely between Client and the applicable third-party provider, even if such Third-Party Service is listed by, resold by, or designated as “certified,” “approved,” or similar by Provider. Provider is not responsible for, and

disclaims all liability in connection with, all Third-Party Services and their content, security, or operation, and makes no warranties, express or implied, regarding them. Client is responsible for complying with all terms and conditions applicable to its use of Third Party Services, which include, without limitation, all Provider policies and restrictions found in the Trust Portal.

2.8.2. If Provider receives information that any content or Third-Party Service used with the Services may violate this Agreement, applicable law, or third-party rights, Provider may notify Client, and Client will promptly remove or disable the applicable content or Third-Party Service. If Client fails to take required action, or if removal is required to stay in compliance with applicable law, Provider may disable or remove access to any Third-Party Service. Any such removal or disablement will not entitle Client to any refund, credit, or termination right.

2.8.3. For clarity, the Platform may contain features designed to interoperate with Third Party Services that Provider (and not Client) embeds into its Platform as an integral part of the Subscription Services. In the event a Provider-embedded Third Party Service is discontinued, Provider will use commercially reasonable efforts to offer Client a replacement solution of comparable functionality through the Subscription Term at no additional cost. The foregoing constitutes Client's sole and exclusive remedy, and Provider's sole obligation, with respect to the discontinuation of any Provider-embedded Third Party Service.

2.9. Service Suspension. Provider may temporarily suspend access to the Subscription Services (a) for scheduled maintenance with advance electronic notice, (b) to address a security threat, denial-of-service attack, or other material risk to the Subscription Services, (c) for Client's material breach of Section 2.6 (Usage Restrictions) or the DPA, or (d) for non-payment under Section 3.4. Provider will use commercially reasonable efforts to notify Client and to restore access promptly after the condition is resolved.

2.10. **Professional Services.** Provider may provide Professional Services as described in an Order Form or SOW. Unless otherwise stated, Professional Services are not subject to the SLA or the warranty in Section 6.1.1. Delivery and acceptance standards will be as set forth in the Order Form or SOW.

3. Fees; Payment; Taxes

3.1. **Fees.** Client will pay the fees for Services as set forth on each Order Form. Unless the Order Form provides otherwise, (a) fees are based on subscriptions purchased and not actual usage; (b) quantities cannot be decreased during the Subscription Term; and (c) amounts paid are non-cancellable and non-refundable except as expressly provided in this Agreement.

3.2. **Expenses.** Unless otherwise stated on an Order Form, and in accordance with the Provider's travel and expense policies, Client will reimburse Provider for all reasonable pre-approved travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of expenses is provided in the applicable SOW or Order Form, Provider will not materially exceed such estimate without the written consent of Client.

3.3. **Invoicing & Payment.** Provider will invoice as stated in the Order Form; otherwise, annual fees are invoiced in advance. Invoices are due net 30 days from invoice date in the currency stated on the invoice. Client is responsible for maintaining complete and accurate billing information. Client shall have fifteen (15) days from invoice date to dispute fees in good faith; otherwise, such an invoice shall be deemed undisputed.

3.4. Overdue Amounts; Suspension. Undisputed overdue amounts may accrue interest at 1.5% per month (or the maximum permitted by law, if less), compounded monthly, plus reasonable collection costs. If any undisputed amount is 60 days or more past due, Provider may suspend the Services after providing at least 10 days' prior notice, and all remaining amounts under the Order Form will become immediately due and payable. Provider will not suspend while Client is disputing charges reasonably and in good faith and cooperating to resolve the dispute.

3.5. Taxes. Fees are exclusive of taxes, levies, duties, or similar governmental assessments (collectively, "Taxes"). Client is responsible for all Taxes associated with its purchases hereunder, except for taxes based on Provider's net income, property, or employees. If Provider is required to collect Taxes, Provider will invoice and Client will pay such amounts unless Client provides a valid exemption certificate.

4. Term and Renewal; Termination

4.1. Term and Renewal. This Agreement begins on the Effective Date of the first signed Order Form and continues until all Subscription Terms under all Order Forms have expired or been terminated in accordance with this Agreement. The Term of each Order Form shall be for the length of time set forth on the Order Form, and renews on the terms set forth in the Order Form. If Client's Order Form expires or otherwise becomes inactive, Provider may suspend Client's access to the Subscription Services immediately upon such expiration, without liability to Client, until a renewal is executed and effective.

4.2. Termination for Cause. Either party may terminate this Agreement or any affected Order Form, effective on written notice (written notice to Provider includes sending to legal@foundant.com), if the other party: (a) materially breaches this Agreement and such breach remains uncured thirty (30) days after the non-breaching party provides written notice describing the breach in reasonable detail (which notice and cure period will not apply to breaches that are incapable of cure); or (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver, or similar authority, or has a petition for relief filed for it under bankruptcy laws that is not dismissed within sixty (60) days. For clarity, if the cause for termination affects only certain Order Forms, only the affected Order Form(s) will terminate, and the remaining Order Forms and this Agreement will continue in effect.

4.3. Effect of Termination. Upon termination of an Order Form or this Agreement, all rights to access the Services and any obligation to perform Professional Services under the terminated Order Form cease. Except as otherwise required by applicable law or expressly stated in an Order Form, upon expiration or termination of this Agreement or any Order Form: (a) Client shall pay all fees accrued through the effective date of expiration or termination, and (b) if Provider terminates for cause under Section 4.2, or if Client terminates without cause where permitted under applicable law, Client shall also pay all remaining fees due under the terminated Order Form(s) for the remainder of the applicable Subscription Term. The payment obligations in Section 3 (Fees; Payment; Taxes) will survive expiration or termination of this Agreement.

4.4. EU Clients – Termination and Payment Obligations. This Section applies only to Clients established in the European Union and governs the Subscription Services to the extent Regulation (EU) 2023/2854 (the "EU Data Act") applies.

4.4.1. Notwithstanding anything to the contrary in the Agreement or any Order Form, Client may terminate the Subscription Services for convenience on at least two (2) months' written notice, in accordance with the EU Data Act.

4.4.2. Except as expressly required by the EU Data Act, **all fees under this Agreement are non-refundable and non-cancellable**, and termination under this Section does not entitle Client to any refund or credit of prepaid amounts. Upon early termination under this Section, Client shall pay to Provider, within thirty (30) days of termination

(a) all fees for Subscription Services provided through the termination date;

(b) all fees for Professional Services, onboarding, implementation, or other one-time services performed prior to termination and not yet paid;

(c) any unamortized portion of onboarding, implementation, or other one-time fees that were amortized over the Subscription Term for Client's benefit; and

(d) the value of any pricing discounts, incentives, or credits applied in anticipation of the full Subscription Term, calculated as the difference between the discounted rates paid and the Provider's standard rates for the period actually used.

4.4.3. Provider will not impose any fees, charges, or other consideration for switching or data egress other than (i) reasonable, cost-based charges permitted under the EU Data Act until 12 January 2027, and (ii) no charges thereafter, as required by the EU Data Act.

4.4.4. Upon termination, Provider will make Client Data available for export in a commonly used, machine-readable format, at no charge, in compliance with the EU Data Act.

4.5. Data Export; Deletion. Provider will comply with lawful data export requests in data portability scenarios. In addition, upon request made within 30 days after termination or expiration of the applicable Subscription Term, Provider will make Client Data available for export in a commercially reasonable format (e.g. CSV) via standard tools. After such 30-day period, Provider has no obligation to maintain Client Data and may delete it from active systems in accordance with the DPA and Provider's standard data backup retention schedules, unless legally prohibited.

4.6. Survival of Certain Obligations. The following sections will survive expiration or termination of this Agreement, together with any other provisions which by their nature are intended to survive: Section 1 (Definitions), Section 2.6 (Usage Restrictions), Section 2.92.9 (Service Suspension), Section 3 (Fees; Payment; Taxes), Section 4.3 (Effect of Termination), Section 4.4 (EU Clients – Termination and Payment Obligations), Section 4.5 (Data Export; Deletion), Section 5 (Proprietary Rights), Section 6.3 (Disclaimers), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9 (Security; Personal Data Processing; Compliance; Export), Section 10 (Confidentiality), and Section 13 (General), together with any accrued rights to payment and any other provisions expressly stated to survive.

5. Proprietary Rights

5.1. Ownership. As between the parties, (a) Client owns all right, title, and interest in and to Client Data; and (b) Provider owns all right, title, and interest in and to all copyrights, patents, trademarks, trade secrets, and all other intellectual property rights in and to the Services, Platform, Documentation, and Aggregated Data (including any derivatives or improvements). For the avoidance of doubt, except for the limited rights expressly granted to Client under this Agreement, Provider reserves all intellectual property rights related to or arising from the Services, including, without limitation, all proprietary technology, configurations, customizations, enhancements, all processes, know-how, and the like created or utilized by Provider to perform under the Agreement.

5.2. License to Client Data. Client grants Provider and its Affiliates a worldwide, limited term license to host, copy, transmit, process, and display Client Data, and to interoperate with Third-Party Services as

necessary to provide and support the Subscription Services, perform obligations under this Agreement, improve the Services, and generate Aggregated Data; provided that Provider will not disclose Client Data to third parties except as permitted under this Agreement, the DPA, or with Client's written consent. Notwithstanding the foregoing, Provider may remove or disable access to any Client Data or content that violates law, third-party rights, or this Agreement.

5.3. Feedback & Aggregated Data. Client grants Provider a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Provider's products and services, or to use for any other lawful purpose, any suggestion, enhancement request, or other feedback provided by Client or Authorized Users, without attribution or compensation. In addition, Provider may collect, create, use, commercialize, and license Aggregated Data to (a) monitor, analyze, and improve the Services, (b) develop, market, and commercialize new services, and (c) use for any other lawful business purposes, provided that such Aggregated Data does not identify Client, any Authorized User, or any natural person.

6. Warranties; Disclaimers

6.1. Provider Warranty.

6.1.1. Subscription Services. Provider warrants that, during the applicable Subscription Term, the Services will perform materially in accordance with the Documentation.

6.1.2. Professional Services. Provider warrants that Professional Services will be performed in a professional and workmanlike manner. Provider will control the method and manner of performing all work necessary for completion of Professional Services.

6.1.3. Remedies. Client must notify Provider of any Documentation non-conformance without undue delay and in any event within thirty (30) days after discovery. Provider will use commercially reasonable efforts to correct verified non-conformities. If Provider cannot remedy a material Documentation non-conformity or provide a reasonable workaround within a reasonable time, Client's sole and exclusive remedy is to terminate the affected Order Form and receive a pro rata refund of any prepaid, unused fees for the remainder of the Subscription Term.

6.1.4. Exclusions. The warranties in this Section do not apply to: (i) any use of the Services or Platform not in accordance with this Agreement, the Documentation, or their intended purpose; (ii) modifications not made or authorized by Provider; (iii) defects or failures caused by Client's systems, hardware, software, or other technology; (iv) any deficiency in the Services arising from Client's failure to provide Assistance, or (v) any use of the Services in violation of Section 2.6 (Usage Restrictions).

6.2. Client Warranty. Client represents and warrants that: (a) it has obtained and will maintain all rights necessary to submit Client Data to the Services and to grant the rights and licenses contemplated by this Agreement; and (b) the individual signing an Order Form has the legal power and authority to do so.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, THE SERVICES, PLATFORM, DOCUMENTATION, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, COMPATIBILITY, ACCURACY, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. PROVIDER MAKES NO WARRANTY WHATSOEVER FOR BETA SERVICES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

7. Indemnification

7.1. By Provider. Provider will defend and hold harmless Client against any third-party claim alleging that the Subscription Services, as provided by Provider and used by Client in accordance with this Agreement, infringe a valid intellectual property right under the laws of the United States, Canada, the United Kingdom, or the European Union (an “IP Claim”), and will indemnify Client against damages, costs, and reasonable attorneys’ fees finally awarded against Client (or amounts agreed in settlement by Provider). If an IP Claim is made or, in Provider’s reasonable opinion, is likely to be made, Provider may (at its option and expense): (a) procure the right for Client to continue using the Subscription Services; (b) replace or modify the Subscription Services so they become non-infringing- and substantially equivalent in functionality; or (c) terminate the applicable Order Form and refund any prepaid fees for the period after the effective date of termination. Provider has no obligation under this Section to the extent an IP Claim arises from: (i) Client’s combination of the Subscription Services with products, data, equipment, software or processes not provided or authorized in writing by Provider; (ii) modification of the Subscription Services by anyone other than Provider or its authorized representatives; (iii) use of the Subscription Services in violation of this Agreement, the Documentation, or applicable law; (iv) Client Data; or (v) Third-Party Services. This Section states Provider’s sole and exclusive liability, and Client’s sole and exclusive remedy, for any IP Claim.

7.2. By Client. Client will indemnify, defend, and hold harmless Provider and its Affiliates against any third-party claim arising out of or relating to: (a) Client Data (including any allegation that Client Data infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other rights of a third party, or violates applicable law); or (b) Client’s use of the Subscription Services or Platform in violation of this Agreement, the Documentation, or applicable law, and will pay all damages, costs, and reasonable attorneys’ fees finally awarded against Provider (or amounts agreed in settlement by Client) in connection with such claim.

7.3. Process. The indemnified party must (a) promptly notify the indemnifying party in writing of the claim; (b) grant the indemnifying party sole control of the defense and settlement (provided no settlement imposes obligations or liability on the indemnified party other than payment of money covered by the indemnifying party); and (c) provide reasonable cooperation at the indemnifying party’s expense. This Section states the indemnifying party’s entire liability and the indemnified party’s exclusive remedy for the claims described herein.

8. Limitation of Liability

8.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT WILL PROVIDER BE LIABLE IN CONNECTION WITH ANY PROHIBITED DATA OR BETA SERVICES.

8.2. Maximum Liability. EXCEPT IN THE CASE OF A PARTY’S WILLFUL MISCONDUCT OR FRAUD, EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM(S) FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS.

9. Security; Personal Data Processing; Compliance; Export

9.1. **Security.** Provider maintains a written information security program with administrative, technical, and physical safeguards designed to protect Client Data, as further described in the DPA and Documentation.

9.2. **Personal Data Processing.** Each party will comply with the DPA (if applicable) and all data protection laws applicable to its processing of personal data under this Agreement. Provider will maintain appropriate safeguards to protect the security, confidentiality, and integrity of Client Data in accordance with the DPA and Documentation. In addition, Provider will host and access Client Data in compliance with the DPA and applicable law.

9.3. **Compliance with Laws; Anti-Bribery.** Each party will comply with all laws applicable to its performance under this Agreement, including applicable anti-corruption and anti-bribery laws, and will not offer, give, solicit, or accept bribes, kickbacks, or other improper payments.

9.4. **Export & Sanctions.** Client shall comply with all applicable export control and trade sanctions laws and regulations of the United States, the European Union, the United Kingdom, and any other applicable jurisdictions ("Export Laws") in connection with its use of the Services. Client represents and warrants that neither it nor any User is (a) located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive embargoes or sanctions under Export Laws, (b) identified on any applicable government list of prohibited or restricted parties, or (c) using the Services for any prohibited end-use under Export Laws. Client will not permit any access to or use of the Services in violation of Export Laws.

10. Confidentiality

10.1. **Definition.** "Confidential Information" means nonpublic information disclosed by one party ("Discloser") to the other ("Recipient") that is marked or otherwise should be reasonably understood to be confidential, including business, product, technical, security, and financial information; for Provider, the Services, Documentation, and software; and for Client, Client Data. Confidential Information does not include information that: (a) is or becomes public through no fault of Recipient; (b) was known to Recipient without confidentiality obligations before receipt; (c) is rightfully received from a third party without confidentiality obligations; or (d) is independently developed by Recipient without use of Discloser's Confidential Information.

10.2. **Protection.** Recipient will (a) use the same degree of care it uses to protect its own similar information (but no less than reasonable care) to protect Discloser's Confidential Information; (b) use Confidential Information only to exercise rights and perform obligations under this Agreement; and (c) limit access to those employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as protective as these.

10.3. **Compelled Disclosure.** Recipient may disclose Confidential Information to the extent required by law or court order, provided it gives Discloser reasonable advance notice (to the extent legally permitted) and reasonable assistance at Discloser's expense to contest or limit the disclosure.

10.4. **Return/Deletion.** Upon written request, Recipient will return or destroy Discloser's Confidential Information, subject to customary archival copies maintained in accordance with Recipient's record retention policies and legal obligations.

11. Publicity

Provider may use Client's name and logo to identify Client as a client on Provider's websites, presentations, and marketing materials, subject to Client's reasonable trademark usage guidelines provided in advance. Client may opt out of such usage at any time by providing written notice to Provider, after which Provider will make commercially reasonable efforts to remove such references from future materials. Upon mutual agreement, Client will cooperate with reasonable requests from Provider to prepare a case study, testimonial, or quote regarding Client's experience with the Services. Any such materials will be subject to Client's written approval (not to be unreasonably withheld, delayed, or conditioned) prior to publication.

12. Notices; Modifications

12.1. **Notices.** Notices must be in writing and are deemed given upon: (a) the second business day after mailing by courier; or (b) the first business day after sending by email to the addresses specified on the Order Form. In all cases, except for billing notices, notices to Provider must also be sent to legal@foundant.com. All billing notices to Provider must be sent to invoices@foundant.com.

12.2. **Modifications to Master Terms of Service.** Provider may update this Agreement from time to time. Provider will notify Client of material changes (e.g., via email or in-product notice). Except as provided below, material changes will become effective upon the renewal of Client's then-current Subscription Term. Notwithstanding the foregoing, changes required to comply with applicable law, regulation, or industry-standard security requirements will become effective on the stated effective date of the change. If Client objects to any change that would otherwise apply at renewal, Client must notify Provider in writing prior to renewal; in such case, the Agreement and all Order Forms will expire at the end of the then-current Subscription Term.

12.3. **Changes to Order Forms.** Any modification, addition, or removal of Subscription Services, Professional Services, subscription quantities, pricing, fees, or other Order Form terms (including, without limitation, the terms of any SOW), must be documented in a mutually executed written amendment or change order ("Change Order") referencing the affected Order Form. No verbal or informal communications will amend an Order Form.

13. General

13.1. **Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

13.2. **Subcontractors.** Provider may engage its Affiliates and third-party service providers (including sub-processors as defined in the DPA) to support the provision of the Services, provided that Provider remains responsible for their performance in accordance with this Agreement.

13.3. **Non-Solicitation.** During the Term of this Agreement and for twelve (12) months thereafter, neither party will, directly or indirectly, solicit for employment or engagement as an independent contractor any employee or individual contractor of the other party who was materially involved in the performance or receipt of the Services or Professional Services under this Agreement, without the other party's prior written consent. This restriction does not prohibit: (a) general solicitations or advertisements not specifically targeted at such individuals; (b) the hiring of any individual who responds to such general solicitations or advertisements; or (c) the hiring of any individual who has ceased employment or engagement with the other party for at least six (6) months.

13.4. **Force Majeure.** Neither party will be liable for any delay or failure in performance (except payment obligations) caused by events beyond its reasonable control, including but not limited to acts of

nature, natural disasters, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, failures or delays of suppliers or hosting providers, utility or network outages, cyberattacks, governmental actions, or changes in law ("Force Majeure Event"). The affected party will promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to resume performance. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate the affected Order Form(s) upon written notice.

13.5. **Governing Law; Venue.** This Agreement is governed by the laws of governing state and country specified on the Order Form, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the courts located in the state and country specified on the Order Form for disputes arising out of or relating to this Agreement. Each party waives any right to a jury trial.

13.6. **Assignment.** Neither party may assign this Agreement without the other's prior written consent, except either party may assign this Agreement in connection with a merger, reorganization, sale of all or substantially all of its assets or equity, or to an Affiliate, provided the assignee is not a direct competitor of the non-assigning party and assumes all obligations. Any prohibited assignment is void. Subject to the foregoing, this Agreement binds and benefits the parties and their permitted successors and assigns.

13.7. **No Waiver; Severability.** Failure or delay to enforce any provision is not a waiver. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in effect.

13.8. **Entire Agreement; Order of Precedence.** This Agreement (including any Order Forms, Brand-Specific Terms, the SLA, and the DPA) is the parties' entire agreement regarding the Services and supersedes all prior or contemporaneous agreements on the subject. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. In the event of conflict: (1) the Order Form (including Brand-Specific Terms) controls, (2) the DPA controls with respect to personal data, (3) the SLA controls with respect to service levels/credits, and (4) this Agreement controls otherwise. Terms on Client purchase orders or other documents do not apply and are rejected.

13.9. **U.S. Government End Users.** The Services, Documentation, and software components are "commercial products," "commercial computer software," and "commercial computer software documentation" as those terms are defined in 48 C.F.R. § 2.101 and used in 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7201–227.7204, as applicable. If Client is an agency of the U.S. Government or a contractor to such agency, Client's rights with respect to the Services, Documentation, and software are only those rights granted to all other end users under this Agreement. No other rights are granted, and all unpublished rights are reserved under U.S. copyright laws.

13.10. **Counterparts; Electronic Acceptance.** This Agreement and any Order Form may be executed in counterparts (including electronically) which together form one instrument. Acceptance by click-through or electronic signature is binding.

13.11. **Language of Agreement.** Client has expressly requested and agreed that this Agreement, any related agreements, and all notices, communications, Services and Professional Services provided hereunder be provided in the English language only.