



## Master License and Services Agreement As of June 30, 2025

This Master License and Services Agreement (referred to as “**Agreement**” or “**MLSA**”), effective as of the Effective Date, is entered into and between BackBox Software US (“**BackBox**”), a Delaware corporation, with its principal place of business at a 14135 Midway Road, Suite G250, Addison, TX 75001 and customer identified on the Sales Order (referred to as “**Customer**” or “**Licensee**”). By executing the Sales Order, Customer unconditionally consents to be bound by and become a party to this Agreement. Customer’s use of the Application shall also constitute assent to the terms of this Agreement. In the event of conflict between the terms of this Agreement and any other document mutually executed in writing by both parties, the terms of the mutually signed document shall prevail.

### 1. DEFINITIONS

“**Application(s)**” means collectively the BackBox software, provided in an on-premises or SaaS version, and licensed either as perpetual or subscription license, as specifically indicated on the applicable Sales Order the Documentation, and all third-party applications that BackBox may have purchased or licensed from third parties and delivered to the Customer as part of the Application, as well as any future Updates provided by BackBox or its Partners.

“**Derivative Works**” means a revision, enhancement, translation, abridgment, condensation, or expansion of Application or any other form in which such Application may be recast, transferred, or adapted, which, if used without the consent of BackBox, would infringe on the intellectual property rights of BackBox.

“**Documentation**” means the user manuals and any other materials, including updates thereto, in any form or medium made generally available by BackBox or its Partners to the users of the Application, regarding the proper installation and use of the Application.

“**Effective Date**” shall mean the effective date set forth in the Sales Order. For new Licenses, term shall begin when the License is sent to the Customer unless mutually agreed in writing and signed by both BackBox and Customer.

“**Fees**” means the fees payable by Customer to BackBox as set forth in the Sales Order.

“**License(s)**” means a license key granted by BackBox to Customer that allows Customer to use the Application in strict accordance with this Agreement.

“**Maintenance Services**” means the provision of resolutions, maintenance patches, and Updates in relation to the supported Applications.

“**New Versions**” means new releases and new versions of the Application by BackBox.

“**Partners**” means distributors and resellers authorized by BackBox or its distributors to re-sell the Application, or a BackBox authorized co-branded version of the Application.

“**Sales Order**” means the ordering document which incorporates the terms of this Agreement.

“**Support**” means collectively the Maintenance Services and technical support services BackBox made generally available to BackBox Customers.

“**Updates**” means modifications, revisions, or enhancements to the Application, other than New Versions, typically to correct errors.

“**Users**” means individuals who are authorized by Customer to use the Application, including but not limited to Customer employees, consultants, contractors and agents.

## 2. LICENSE

2.1. Application License. Subject to the terms and conditions of this Agreement, including without limitation payment of the Fees, BackBox hereby grants to Licensee as of the Effective Date, a non-exclusive, royalty-free, revocable, non-transferable, non-sublicensable License for Licensee's internal use during the Term of this Agreement as a perpetual or subscription model, as defined in applicable Sales Order, to install the Application and allow Licensee's Users to use the Application and Documentation for the sole benefit of Licensee and solely at Licensee's site. In the event Licensee desires to license additional Application from BackBox, the parties shall execute one or more additional Sales Orders for the applicable Application. The Application and Documentation may not be distributed to any third parties. All Licenses are non-fungible and may not be transferred to new or additional devices beyond those originally authorized without the express written permission of Licensor.

The License granted herein is subject to the specific restrictions and limitations set forth herein, and/or any additional licensing restrictions and limitations specified in the Documentation.

Customer may use the Application for internal business purposes only in relation to its own computer systems and any computer systems or facilities owned or managed exclusively by or for Customer. Customer may not use the Application for providing hosted or service bureau services to the general public or any third-party entities that are not managed facilities for which Customer provides integral IT services.

2.2. If the Application is a version that Customer has converted or exchanged from a prior version, Customer agrees that it will no longer use the prior version. BackBox reserves the right to require the certification of the destruction of such previous version of the Application.

2.3. Feedback. If Customer provides any feedback to BackBox concerning the functionality and performance of an application (including identifying potential errors and improvements), Customer hereby assigns to BackBox all right, title and interest in and to the feedback and BackBox is free to use the feedback without payment or restriction.

3. **LICENSEE OBLIGATIONS**. Licensee hereby agrees that BackBox may remotely access the Application used by Licensee for the purposes of ascertaining system performance and accessing system logs. Licensee further agrees that BackBox may disclose to third parties descriptions of security-related activities encountered through Licensee's use of the Licensed Application, provided that such descriptions maintain the anonymity of Licensee.

## 4. PROHIBITED USES

4.1. Restrictions on Use. Customer shall not (i) allow third parties or develop methods for third parties to use the Application; (ii) except as provided by applicable law, decompile, disassemble, or reverse engineer the Application, in whole or in part, and Customer shall not attempt to obtain in any other manner any Application source code, and shall not carry out any action to the detriment of BackBox's intellectual property rights or those of its suppliers; (iii) make copies, execute, publish, or reproduce Application or Documentation, unless expressly authorized in this Agreement (and all copies must maintain BackBox's copyright notices); (iv) develop any Derivative Works or any type of Application program based on Application, the Documentation, or any other Confidential Information (as defined in Section 9) of BackBox; (v) make available, reveal, disclose, offer, or allow the use of Application by third parties, without the prior written consent of BackBox; (vi) alter or modify the Application without the prior written consent of BackBox; (vii) reject, avoid, elude, remove, deactivate, or evade, in any way, any protection mechanism of the Application, including without limitation any mechanism used to restrict or control Application functions; (viii) provide or offer access to any third parties to any restricted online access keys or authentication passwords provided by BackBox for downloading Application; (ix) disclose to any third party any benchmarking or comparative study involving the Application or Documentation; or (x) install any third-party applications or agents onto the BackBox platform OS without the prior written consent of BackBox, it being understood that any such installation may interfere with the BackBox platform and affect operations; in such cases, support will be given on a best efforts basis only, and any tampering with the server voids its warranty.

## 5. SUPPORT AND OTHER SERVICES

5.1. Support. Support shall be provided in accordance with the BackBox's standard Service Level Agreement, located at <https://backbox.com/sla>. Customer must use

the current or immediately prior version of the Application (i.e. any release indicated by a numeral change to right or left of first decimal versus the prior release), provided that Customer shall convert to then current version of Application once it has been commercially available for one (1) year. For avoidance of doubt, Support is provided to Customers purchasing subscription licenses at no additional cost; Customer purchasing perpetual licenses are required to purchase Support on an annual basis at BackBox's then-current prices.

5.2. **Other Services.** If and when Licensee desires to obtain other services ("**Other Services**") from BackBox, Licensee shall communicate to BackBox the type and extent of Other Services desired, and BackBox shall develop and provide to Licensee a statement of work (the "**SOW**") describing the desired Other Services for Licensee's review and approval. BackBox shall have no obligation to provide Other Services to Licensee unless and until an SOW has been duly executed by Licensee. Each SOW shall commence upon its execution by both parties and shall continue until all tasks described therein are completed, unless earlier terminated pursuant to Section 13. The parties may, by mutual agreement, make changes ("**Changes**") to the scope, content, deliverables, schedule or other substantive aspects of the Other Services agreed to in any SOW. The party requesting a Change shall prepare a written "**Change Order**," specifying in adequate detail the requested Change(s), and shall submit it to the other party for review and, if accepted, approval thereof. In no event shall any Change be effective or acted upon in any way or implemented until a Change Order defining such change has been approved in writing by the duly authorized representatives of both parties.

5.3. **Subcontracting.** BackBox may subcontract all or some of its support obligations to third parties. In such an event, BackBox shall remain fully responsible for all of its support obligations hereunder.

## 6. FEES AND PAYMENT

6.1. **Fees.** Customer agrees to pay BackBox the Fees as set forth in the Sales Order.

6.2. **Payment Terms.** Unless otherwise set forth in the Sales Order, payment shall be made in United States Dollars via wire/electronic transfer or check; and are exclusive of out-of-pocket expenses. Any and all payment obligations of Customer in a Sales Order are non-refundable and non-cancellable. Customer will make

payment within thirty (30) days of the date of the invoice. Any payments not paid when due shall incur interest from the invoice due date at a rate of 1.5% per month or the maximum interest rate permitted by law, whichever is less, together with any collection costs (including reasonable attorneys' fees). Payment options may be credit card, wire/electronic transfer, company check, or other pre-arranged payment method. BackBox may invoice parts of a Sales Order separately. BackBox is not responsible for pricing, typographical, or other errors, in any quotation or offer and reserves the right to cancel any Sales Order resulting from such errors.

6.3. **Taxes.** All payments for Services under this Agreement shall be made free and clear and without deduction for any and all present and future Taxes. Payments due to BackBox under this Agreement shall be increased so that amounts received by BackBox, after provisions for Taxes and all Taxes on such increase, will be equal to the amounts required under this Agreement if no Taxes were due on such payments. For purposes of this Agreement, the term "**Taxes**" means all income withholding taxes, levies, imposts, duties, fines, or other charges of whatsoever nature however imposed by any country or any subdivision or authority thereof in any way connected with this Agreement or any instrument or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a party's net income or property. The Customer shall indemnify BackBox for the full amount of Taxes attributable to the provision of Services under this Agreement, and any liabilities (including penalties, interest, and expenses) arising from such Taxes, within 30 days from any written demand by BackBox party. The Customer shall provide evidence that all applicable Taxes have been paid to the appropriate taxing authority by delivering to BackBox receipts or notarized copies thereof within 30 days after the due date for such tax payments. Without prejudice to the survival of any other Agreement of Customer hereunder, the obligations of Customer contained in this section shall survive the payment in full of all payments hereunder.

## 7. PROHIBITED COUNTRIES AND EXPORT RULES.

BackBox Applications are prohibited from distribution and use in countries embargoed by the US government and to the People's Republic of China ("Prohibited Countries") Licensee shall not ship, transfer, or export the Application into any Prohibited Countries. Licensee shall not use the Application in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations

(collectively the "**Export Laws**"). If any portion of the Application is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or otherwise located within, or an entity organized under the laws of, or otherwise located within, any nation embargoed by the United States (including without limitation Iran, Syria, Sudan, Cuba, North Korea, and Russia), and that Licensee is not otherwise prohibited under the Export Laws from receiving the Application. All rights to use the Application are granted on condition that Licensee complies with the Export Laws, and all such rights are and shall be deemed forfeited if Licensee fails to comply with the Export Laws.

## **8. INTELLECTUAL PROPERTY RIGHTS.**

8.1 Ownership. Title to the Application, Documentation, Updates, and all patents, copyrights, trade secrets, and other worldwide proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of BackBox and its licensors. Customer may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in or on the Application or Documentation and will not acquire any rights in the Application or Documentation, except the limited license specified in this Agreement. BackBox and its licensors own all rights in any copy, translation, modification, adaptation or Derivative Works of the Application, including any improvement or development thereof. BackBox retains all rights not expressly granted to Customer in this Agreement. Customer shall promptly notify BackBox in writing upon discovery of any unauthorized use of the Application or Documentation or infringement of BackBox's proprietary rights in the Application or Documentation.

## **9. CONFIDENTIALITY**

9.1. Definition. "**Confidential Information**" means: (a) the Application; and (b) any business or technical information of BackBox or Licensee, including but not limited to any information relating to BackBox's or Licensee's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of such disclosure.

9.2. Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

9.3. Use and Disclosure Restrictions. During the Term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

Data Transfers required for use and operation of BackBox are fully and unconditionally approved.

## **10. WARRANTIES; DISCLAIMER**

10.1. Warranty. BackBox warrants that: (i) for the on prem version only, for a period of ninety (90) days from the original delivery date, that the Application will be free from defects in materials, workmanship and design and will substantially confirm to the specifications set forth in the Documentation; and ii) for the SaaS version only, the Application will perform substantially in conformance with the specifications set forth in the Documentation. In addition, BackBox warrants, for a period of thirty (30) days from the original delivery date, that any deliverables provided as part of professional services will substantially confirm to the specifications set forth in the applicable SOW. BackBox's entire liability and Customer's exclusive remedy in the case of a breach of the foregoing warranty shall be correction of the error, or at BackBox's option, replacement of the

Application or deliverable, as applicable. This limited warranty, is void if defect has resulted from accident, abuse, negligence, misapplication, or where the Application or deliverable, as applicable, has not been properly installed or used in accordance with the Documentation.

10.2. Disclaimer. EXCEPT AS SET FORTH HEREIN, THE APPLICATION IS BEING DELIVERED TO YOU "AS IS" AND BACKBOX AND ITS SUPPLIERS MAKE NO WARRANTY AS TO ITS USE, RELIABILITY OR PERFORMANCE. BACKBOX AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE APPLICATION. BACKBOX AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWARRANTED ELECTRONIC CONTENT, BACKBOX DOES NOT WARRANT THAT ANY APPLICATION OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR WILL DETECT ONLY SECURITY THREATS OR MALICIOUS CODE OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH ANY APPLICATION OR SERVICE IS ACCURATE, COMPLETE OR FREE OF VIRUSES, MALICIOUS CODE, INTRUSIONS, SECURITY BREACHES OR OTHER HARMFUL CONTENTS OR COMPONENTS. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF APPLICATION INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR APPLICATION PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE APPLICATION AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

## **11. INDEMNIFICATION**

11.1. Licensee Indemnity. Licensee shall indemnify, defend and hold harmless BackBox, BackBox's suppliers, and their respective affiliates, officers, directors, employees, representatives, and agents from and against all losses, damages, or expenses of whatever form or nature, including attorney's fees and other costs, arising out of or related to Licensee's use of the Application, other than any such liability as to which BackBox has indemnified Licensee hereunder, provided that: (i) Licensee is promptly notified in writing of any such claim; and (ii) Licensee shall have the exclusive

right to control the defense of such claim. In no event shall BackBox settle or compromise any such claim without Licensee's prior written approval. BackBox may, at its own cost and expense, assist in the defense of any such claim and be represented by counsel of its choice. This Section 11.1 states the entire liability of Licensee with respect to any of the foregoing.

11.2. BackBox Indemnity. BackBox shall indemnify, defend and hold harmless Licensee, its affiliates, and their respective officers, directors, employees, representatives, and agents from and against all losses, damages, or expenses of whatever form or nature, including reasonable attorneys' fees and other costs, arising out of or related to any third party claim against Licensee that the Application violates any patent, copyright or trade secret right of such third party, provided that: (i) Licensee's use of the Application is in accordance with the terms of this Agreement; (ii) BackBox is promptly notified in writing of any such claim; and (iii) BackBox shall have the exclusive right to control the defense of such claim. In no event shall Licensee settle or compromise any such claim without BackBox's prior written approval. BackBox shall either: (i) obtain for Licensee the right to continue to use the Application; or (ii) modify the Application so that it becomes non-infringing; or (iii) only in the event that options (i) and (ii) above are not commercially reasonable, terminate the License with respect to the infringing components of the Application without any further obligation to Licensee. Licensee may, at its own cost and expense, assist in the defense of any such claim and be represented by counsel of its choice. This Section 11.2 states the entire liability of BackBox with respect to any of the foregoing.

11.3. Exceptions. BackBox's indemnification obligations shall not apply to any claim of infringement resulting from: (i) the combination of the Application with other products or services (to the extent that the claim is based upon such combination); (ii) use of the Application if it has been modified, altered, enhanced, or changed in any way by anyone other than BackBox; (iii) use of the Application in a manner not authorized by this Agreement or provided for in the documentation; or (iv) use of other than the most current, release of the Application, if such claim would have been avoided by use of the most current release.

**12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST REVENUE, LOST

PROFITS, LOST SAVINGS, LOST BUSINESS OR LOSS OF GOODWILL, EVEN IF ITS REPRESENTATIVE (OR IN THE CASE OF BACKBOX, A REPRESENTATIVE OF ONE OR MORE OF BACKBOX'S LICENSORS OR SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY LICENSEE IN THE TWELVE (12) MONTHS PRECEDING ANY CLAIM.

### **13. TERMINATION**

13.1. Term. The term of this Agreement shall be as set forth in the Sales Order ("Term"). Unless otherwise set forth in the Sales Order, the Sales Order shall automatically renew for additional successive one (1) year Terms, unless either party provides at least sixty (60) days' prior written notice of its intent not to renew the Sales Order in advance of the expiration of the then-current Sales Order. Upon renewal, BackBox may increase Fees by up to 5% per annum.

13.2. Termination for Cause. Either party may terminate this Agreement, or a Sales Order or SOW executed hereunder, upon thirty (30) days' prior written notice to the other party, if the other party is in material breach of this Agreement or such Sales Order or SOW (including Licensee's failure to make payment when due) and fails to cure such material breach within thirty (30) days after delivery of such written notice.

13.3. Immediate Termination. BackBox or Licensee may immediately terminate this Agreement, and all Sales Orders and SOWs executed hereunder, upon notice if the other party: (i) ceases to do business or otherwise terminates its business operations; (ii) becomes the object of the institution of voluntary proceedings in bankruptcy or liquidation; (iii) becomes the object of the institution of involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed or receiver discharged within 30 days of filing or appointment; or (iv) breaches (only with respect to Licensee)

13.4. Effect of Termination. Upon termination of this Agreement or a Sales Order for any reason, Licensee shall: (i) immediately stop using the applicable Application; (ii) ensure that all of Licensee's users immediately stop using the applicable Application;

(iii) return to BackBox the original and all permitted copies of the applicable Application and proprietary information in Licensee's possession, custody, or control; (iv) in lieu of returning such Application and proprietary information as specified in the immediately preceding item, and (v) destroy all such copies and certify in writing, such destruction, signed by an officer of Licensee.

13.5. Nonexclusive Remedy. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

13.6. Survival. Termination of this Agreement shall not: (i) release either party from any claim, including but not limited to any claim for payment, of the other party accrued hereunder prior to the effective date of such termination; or (ii) affect the rights and obligations set forth in Sections 6, 8.1, 9, 11, 12, 13.5, and 14 which shall survive termination.

### **14. GENERAL**

14.1. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the other party's prior written consent, provided that BackBox may assign this Agreement in the event of a merger or consolidation or the purchase of all or substantially all of its assets. This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

14.2. Governing Law and Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflicts of law provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby irrevocably consents to jurisdiction of both the state and federal courts located in Dallas, Texas.

14.3. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

14.4. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

14.5. Notices. Except as otherwise provided herein, all notices to the parties shall be sent to the addresses listed on the Sales Order. All notices must be made either via email (to the extent expressly permitted in this Agreement), conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four business days after mailing. Notice sent via email or overnight courier is deemed received the second day after having been sent. BackBox may post notices or messages on BackBox's web site to inform Customer of changes to the Support or other matters of importance. BackBox shall inform Customer of such broadcast by e-mail. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.5.

14.6. Force Majeure. Except for payment obligations for Application, Support, and Other Services rendered, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action. If such event giving rise to force majeure lasts for more than 30 days, then either party may terminate this Agreement without such termination giving rise to any liability or right to any refund.

14.7. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14.8. Announcements. Licensee agrees that BackBox may publicly announce and list Licensee as a Licensee of BackBox.

14.9. Entire Agreement. This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.