

## CUSTOMER AGREEMENT

This Customer Agreement (“*Agreement*”) is made effective upon the first use of the specified software by any individual or entity (“*User*”) and remains in effect for the duration of the *User*'s use of the software (the “*Effective Date*”) between **Hathr LLC**, a Virginia limited liability company (“*Hathr*”), and any individual or entity (“*User*”) choosing to use the specified software, herein referred to collectively as the (“*Customer*”). *Hathr* and *Customer* are each a “*Party*” to this *Agreement* and are together referred to herein as the “*Parties*.” The terms and conditions of this *Agreement* shall control in the event any conflicting or differing terms and conditions are contained in any related document, even if signed by the *Parties* after the date hereof, unless expressly provided for in this *Agreement*. Each *Party*'s acceptance of this *Agreement* is expressly conditional upon the other's acceptance of the terms contained in the *Agreement* to the exclusion of all other terms. By using the Subscription Service or receiving the Consulting Services, the “*Parties*” agree to these terms. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows. The foregoing text is incorporated herein by reference.

### 1. DEFINITIONS.

- 1.1 “*Confidential Information*” is as defined in Section 4.1 of this *Agreement*.
- 1.2 “*Customer Data*” means any data or information relating to *Customer*, generated by and/or through *Customer*'s access to and/or use of the Platform, or which was acquired by *Hathr* during the course of providing the Platform to *Customer*, including *Customer Confidential Information*, *Personal Information*, and *Customer data*.
- 1.3 “*End Users*” means employees, contractors and/or other *Customer* agents or representatives that use the Platform.
- 1.4 “*Hosting Provider*” means the provider hosting the Platform as identified in the *Data Processing Addendum* and any successor thereto.
- 1.5 “*Hosting Services*” means the provision of on-demand online access to the Platform by the *Hosting Provider* in accordance with the terms of service referenced herein.
- 1.6 “*Intellectual Property Rights*” means any and all: (i) registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, design, mask work, typography, database protection, or other intellectual property rights or proprietary rights laws, (ii) similar or equivalent rights or forms of protection arising under statutory or common law, contract, or otherwise, and whether or not perfected, (iii) goodwill associated with the foregoing, and (iv) customizations, enhancements, improvements, modifications and derivative works of and to the foregoing described in (i) through (iv), as may now or in the future exist in any part of the world, in all media, for all versions and elements, in all languages, and for the entire duration of such rights.

- 1.7 “*Learned Data*” is as defined in Section 5.3 of this Agreement.
- 1.8 “*Personal Information*” means any non-public personal information of a Party or its customers that is protected by any law applicable to such Party and is disclosed by a Party to the other Party in connection with this Agreement.
- 1.9 “*Platform*” means the AI webapp platform provided by Hathr.
- 1.10 “*Term*” is as defined in Section 3.1 of this Agreement.

## 2. LICENSE.

- 2.1 Subject to the terms and conditions of this Agreement, Hathr will use a Hosting Provider to host the Platform and hereby grants Customer a revocable, non-transferable, and non-exclusive right to access and use the Platform remotely. Customer may only access and use: (a) the Platform for its intended purpose and in the ordinary course of its business; and (b) the services provided by the Hosting Provider in connection with this Agreement for its intended purpose as related to the Platform and in the ordinary course of its business.

## 3. TERM AND TERMINATION.

- 3.1 Subject to early termination as provided in this Agreement, the trial period for the Platform begins on the Effective Date and ends on [1 May 2024] (such period, the “*Term*”).
- 3.2 In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the then-existing Term by giving thirty (30) days’ prior written notice of said breach to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period.
- 3.3 Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business or becoming insolvent, failing to pay, or admitting in writing its inability to pay debts as they become due.
- 3.4 Hathr may immediately suspend, terminate or otherwise deny Customer, any of its End Users, or any other person’s access to or use of all or any part of the Platform, without incurring any resulting obligation or liability, if: (a) Hathr receives a judicial or other governmental demand or order, or law enforcement request that expressly or by reasonable implication requires Hathr to do so; provided, however, that Hathr shall notify Customer within ten (10) business days of this action to allow Customer, at its expense, to defend against such governmental demand or order, or law enforcement request; or (b) Hathr believes, in its good faith discretion, that: (i) Customer or any End User has failed to comply with, any term of this Agreement, or accessed or used the Platform beyond the scope of the rights granted

or for a purpose not authorized under this Agreement; (ii) Customer or any End User is or has been involved in any fraudulent or unlawful activities relating to or in connection with any use of the Platform; or (iii) this Agreement expires or is terminated. This Section 3.4 does not limit any of Hathr's other rights or remedies, whether at law, in equity or under this Agreement.

- 3.5 Upon expiration or termination of this Agreement, Customer will, and will ensure that all End Users will, immediately cease all use of the Platform and delete all copies of Hathr Property in its control, and all rights licenses, consents and authorizations granted by Hathr to Customer hereunder will immediately terminate. Upon Hathr's request, Customer will confirm in writing that it has complied with the terms of this provision.
- 3.6 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

#### 4. CONFIDENTIALITY.

- 4.1 Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose non-public or proprietary information including but not limited to information relating to the Disclosing Party's technology or business identified as proprietary or confidential, or which given its nature and the circumstances surrounding its disclosure should reasonably be construed to be confidential including, without limitation Customer Data and Personal Information, including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment (hereinafter referred to as "Confidential Information" of the Disclosing Party). The Receiving Party agrees: (i) not to disclose, divulge or otherwise make available to any third party any such Confidential Information, (ii) to give access to such Confidential Information solely to those employees or independent contractors with a need to have access thereto for purposes of this Agreement and who agree to policies and obligations consistent with the terms of this Agreement with respect to such Confidential Information or by the nature of the capacity in which they render services, it is implicit they assume obligations consistent with the terms of this Agreement and for which it shall be liable for the acts or omissions of such employees or independent contractors, (iii) to hold the other Party's Confidential Information in confidence and protect such Confidential Information from unauthorized disclosure and take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Party takes with its own proprietary information, but in no event will a Party apply less than commercially reasonable precautions to protect such Confidential Information, and (iv) not to use or duplicate the Confidential Information of the other Party for any purpose other than to perform its obligations or exercise its rights hereunder. The Disclosing Party agrees that the foregoing will not apply

with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in Receiving Party's possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without any obligations of confidentiality by a third party, or (d) was independently developed by or for Receiving Party without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order or request, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (to the extent permitted by applicable law) to allow Disclosing Party to contest such order and the Receiving Party shall reasonably cooperate, at the Disclosing Party's expense, with the Disclosing Party in protecting against any such disclosure and/or obtaining a restraining or similar protective order. In the event that the Parties are not successful in obtaining a protective order and the Receiving Party is, in the opinion of its counsel, compelled to disclose the Confidential Information, the Receiving Party may disclose such information solely in accordance with and for the limited purpose of compliance with the court order or governmental or regulatory requirement or request without liability hereunder and in any such event, the Receiving Party will use its reasonable best efforts (and will reasonably cooperate with the Disclosing Party in its efforts) at Disclosing Party's expense to ensure that such Confidential Information and other information that is so disclosed will be accorded confidential treatment.

- 4.2 Upon written request at any time, the Receiving Party will return to the Disclosing Party in an industry standard encrypted electronic format, or destroy at the Disclosing Party's request, any and all of the Disclosing Party's Confidential Information then in the Receiving Party's possession or control and, if destroyed, provide the Disclosing Party with written confirmation of such destruction, provided that the Receiving Party may retain one (1) encrypted copy of the Confidential Information it deems necessary to comply with its internal retention policies or any obligations under all applicable law and any Confidential Information it believes cannot reasonably be destroyed (such as oral communications reflecting Confidential Information, electronic mail back-up records, back-up server tapes and any similar such automated record-keeping or other retention systems), which shall remain subject to the confidentiality terms of this Agreement in perpetuity.

## **5. INTELLECTUAL PROPERTY RIGHTS.**

- 5.1 Except as expressly set forth herein, as between Hathr and Customer, Hathr alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to (i) Hathr Property and the Platform, including without limitation, improvements, enhancements, additions or other modifications made thereto, or (ii) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Platform, which are hereby assigned to Hathr. Customer will not copy, distribute, reproduce or use the Hathr Property or Platform except as expressly permitted under this

Agreement. All tangible and intellectual work, property, and work product developed, created, delivered, conceived, invented, or generated exclusively by the HATHR Tool under this Agreement, as well as any unfinished versions or aspects of such work and work products (no matter what stage of completion) generated by the Customer is the sole property of the Customer. HATHR grants the Customer a sublicensable, perpetual license, to use, copy, and modify such work and work product as required to support the deliverables, services, and or program they apply to.

- 5.2 By using the Platform, Customer acknowledges and agrees for Hathr to obtain, collect, and process Customer Data for the performance of its obligations under this Agreement. Such processing may include, but is not limited to, reading, scanning, analyzing Customer Data, and modifying Customer Data through functionalities of the Platform. Subject to the terms of this Agreement, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. Customer warrants it is the owner of the Customer Data.
- 5.3 Customer hereby grants to Hathr and its respective officers, directors, members, managers employees, subcontractors, and agents an irrevocable, royalty-free, worldwide right and license to access, collect, analyze, and use Customer Data collected and/or received by Hathr: (i) during the Term, solely as necessary to provide the services associated with the Platform to Customer and its End Users; and (ii) in perpetuity, to the extent Hathr is using Customer Data by aggregating it with similar data of other Hathr customers and de-identifying and anonymizing it so it does not identify Customer as the source of Customer Data or any part thereof, to improve and enhance its products and services ("**Learned Data**"), provided that the Learned Data does not include any Customer Confidential Information.

## 6. RESTRICTIONS AND RESPONSIBILITIES.

Customer will not, and will not permit anyone else, to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, algorithms or models of the Platform, its software, and the data generated or provided by the Platform (collectively, "**Hathr Property**") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on Hathr Property; (iii) use Hathr Property for any purpose other than its own internal use for the benefit of its End Users; (iv) use Hathr Property for the development, provision or use of a competing software service or product; or (v) use Hathr Property other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

## 7. INDEMNIFICATION.

- 7.1 Indemnification by Customer. Customer shall defend, indemnify and hold harmless Hathr and its respective officers, directors, members, managers employees, and agents (together with Hathr, collectively "**Hathr Indemnified Persons**") from any third party claims, liabilities, counterclaims, suits, demands, actions, damages, (including, but not limited to, any judgement, arbitration award or court approved settlement and reasonable attorneys' fees) or allegations arising out of any claim by a third party (i) that Customer Data infringe or misappropriate

any Intellectual Property Rights of such third party, or (ii) arising from the gross negligence (including breach of confidentiality obligations), willful misconduct or fraud of Customer and/or its employees, directors, officers or agents in the performance of their duties under this Agreement, or (iii) based upon any failure by Customer or its employees, directors, officers or agents to comply with applicable law and regulations in the performance of their obligations under this Agreement; provided, however, that Customer shall obtain the express prior written approval of Hathr Indemnified Persons for any settlement that requires any specific performance or non-pecuniary remedy by Hathr Indemnified Persons, requires the payment of any amount by Hathr Indemnified Persons or does not provide an unconditional release to Hathr Indemnified Persons, further provided that Customer is promptly notified of any and all such claims, and given sole control over the defense and/or settlement thereof, and all reasonably requested assistance (at Customer's expense) in connection therewith. Hathr may retain its own counsel, at its own expense, subject to Customer's rights herein.

## **8. WARRANTIES AND WARRANTY DISCLAIMER.**

8.1 Each Party represents and warrants that it has all right, power and authority to enter into this Agreement and to grant the rights granted by it under this Agreement.

8.2 EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE ASSOCIATED SERVICES AND SOFTWARE SUPPORTING THE PLATFORM, AND ALL RELATED INFORMATION (INCLUDING THE CONFIDENTIAL INFORMATION OF HATHR), TECHNOLOGY AND SERVICES PROVIDED BY OR ON BEHALF OF HATHR ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND HATHR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF HATHR IS ADVISED OF THE PURPOSE), TITLE, NON-INFRINGEMENT, OR ACCURACY. IN ADDITION, HATHR DOES NOT WARRANT THAT THE PLATFORM AND THE ASSOCIATED SERVICES AND SOFTWARE SUPPORTING THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THEY WILL MEET CUSTOMER'S NEEDS, OR THAT ANY DATA WILL NOT BE LOST.

## **9. LIMITATION OF LIABILITY.**

HATHR WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORM OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM, THE DELAY OR INABILITY TO USE THE PLATFORM OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE,

EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF HATHR, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO FIFTY DOLLARS. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. U.S. GOVERNMENT MATTERS.

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Platform or any software or anything related thereto or any direct product thereof (collectively “*Controlled Subject Matter*”) in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, the parties acknowledge and agree that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “*Embargoed Countries*”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “*Designated Nationals*”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Platform is a representation and warranty by the Customer that it and its End Users are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, the Platform, any software and documentation provided by Hathr are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

## 11. HOSTING PROVIDER.

11.1 Hosting Provider. Customer acknowledges and agrees that the Hosting Services are provided by and made available to the Customer by a hosting provider identified in the Data Processing Addendum (**Exhibit A**) (the “**Hosting Provider**”), which is authorized to make modifications and enhancements to the Hosting Services at any time and in its discretion. The term Hosting Provider shall include any and all successors thereto. Customer’s ability to use the Platform is dependent upon the availability and capabilities of the Hosting Services and may be affected or limited by the Hosting Services. CUSTOMER IS AT ALL TIMES IS RESPONSIBLE FOR ADHERING TO THE ENCRYPTION METHODS PROVIDED BY HATHR AND HOSTING PROVIDER WHILE CUSTOMER DATA IS IN TRANSIT TO AND FROM THE HOSTING PROVIDER OR WHEN PROCESSED OR STORED BY HOSTING PROVIDER.

- 11.2 Hosting Provider & Hosting Services. Customer acknowledges and agrees that Hathr will not be liable for any interruption, unavailability or outage to the Hosting Services or the Platform, and any interruption, unavailability or outage of the Customer's systems, or unauthorized access to or use of Customer Data caused by any such third-party Hosting Provider that is not within Hathr's reasonable control.

## 12. DATA PROTECTION AND INFORMATION SECURITY.

- 12.1 To the extent that Customer Data is subject to the California Consumer Privacy Act ("CCPA") or the General Data Protection Regulation ("GDPR") of the European Union, the Data Processing Addendum, attached as Exhibit A, shall apply to such Customer Data, and is hereby incorporated into this Agreement by reference. Customer is solely responsible for determining whether Customer Data is subject to CCPA and GDPR.

## 13. MISCELLANEOUS.

- 13.1 Survival. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be eliminated or limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 13.2 Entire Agreement. Both Parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 13.3 Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.
- 13.4 Subcontractors. Hathr is authorized to use subcontractors in the performance of its obligations under this Agreement; provided that said subcontractors are not from any countries sanctioned by the Office of Foreign Assets Control (U.S. Department of the Treasury) and that they do not have access to Customer Data.
- 13.5 Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid, and the day after it is sent, if sent for next day delivery by a nationally recognized overnight delivery service.



- 13.6 Governing Law and Venue. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. The federal and state courts located in or having jurisdiction over Fairfax County, Virginia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. NEITHER PARTY NOR ITS COUNSEL SHALL ELECT A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
- 13.7 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, Hathr shall, to the extent permitted by applicable law, be entitled to reasonable attorney's fees, costs, and expenses.
- 13.8 Force Majeure. Neither Party shall be liable under this Agreement for failure or delay in the performance of its obligations (except for payment of Fees) for reasons of strikes, shortages, riots, insurrection, fires, floods, storms, explosions, acts of God, war, governmental actions, pandemics, federal or local declared emergencies, labor conditions, earthquakes, material shortages, failures of internet service providers, utilities, and/or telecommunication providers, or any other cause which is beyond the reasonable control of such Party.
- 13.9 Assignment. Customer may not assign or transfer this Agreement in whole or in part by operation of law or otherwise, without Hathr's prior written consent. Any attempt by Customer to transfer or assign this Agreement without such written consent will be null and void and may be deemed by Hathr to be a material breach of this Agreement. This Agreement will be binding upon the parties and their respective legal successors and permitted assigns.
- 13.10 Execution & Counterparts. The Parties may execute this Agreement in one or more counterparts. Execution of counterparts may occur by manual signature, manual signature contained in an imaged document attached to an email transmission or by electronic signature. Each counterpart executed in accordance with the foregoing will be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Agreement or of executed signature pages to this Agreement as an imaged document attached to an email transmission constitutes effective execution and delivery of this Agreement and may be used for all purposes in lieu of a manually executed copy of this Agreement.
- 13.11 Publicity. Hathr may use Customer's name for advertising, trade or other commercial purposes without Customer's express prior written consent. Hathr and its contractors, employees and agents shall not hold themselves out as an employee, affiliate, or subsidiary of Customer at any time while performing services under this Agreement. Any materials provided to Hathr by Customer pursuant to this Agreement or in connection with Hathr's performance of services hereunder, bearing any Customer names, logos, styles or trademarks may be used by Hathr only as necessary to perform services under this Agreement.

13.12 Third Party Beneficiaries. This Agreement has been entered into for the sole benefit of the Parties and their respective permitted successors and assigns. Except as specifically set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party against any Party.

**AGREED AND ACCEPTED BY USE OF SOFTWARE:**

**HATHR LLC**

**CUSTOMER**

Included Exhibits:

Exhibit A: Hathr's Data Processing Addendum