

MASTER SERVICES AGREEMENT

This LevelBlue Master Services Agreement (“**Agreement**”) governs the business relationship between LevelBlue, LLC (“**LevelBlue**”) and its clients (each, a “**Client**” or “**Customer**”). This Agreement will apply where the parties (i) have signed an Order Form or SOW that references and incorporates this Agreement by reference, including through a hyperlink to the webpage on which this Agreement is posted, and (ii) have not separately agreed to a master services agreement. By executing or otherwise accepting the applicable Order Form or SOW, Client agrees to be bound by the version of this Agreement identified in, linked from, or in effect on the date of acceptance of that Order Form or SOW. This Agreement is effective as of the date of final signature on such Order Form or SOW (“**Effective Date**”).

1. Offerings

- (a) Services. To the extent LevelBlue performs consulting or managed security services (“**Services**”) under this Agreement, the general terms of this Agreement and **Schedule A** apply to such Services.
- (b) Products. To the extent LevelBlue provides a subscription or license to a product or sells hardware (“**Products**”) under this Agreement, the general terms of this Agreement and **Schedule B** apply to such Products.
- (c) Order Forms; SOWs. LevelBlue shall provide the Services and Products as described in an order form (“**Order Form**”) or statement of work (“**SOW**”).

2. Fees and Expenses; Taxes

- (a) Fees and Expenses. Client shall pay LevelBlue the fees and other amounts set forth in the applicable Order Form or SOW (“**Fees**”). Travel costs and expenses are not included in the Fees and will be billed separately as set forth in the applicable Order Form or SOW. Additionally, LevelBlue reserves the right to pass on any reasonable legal fees and expenses that are incurred as a result of the Services but will promptly notify Client of such fees and expenses.
- (b) Taxes. All Fees are exclusive of transactional taxes, including sales and use, value-added, goods and services, import duties, or any other taxes, fees, or duties, levied regarding any of the transactions covered by this Agreement (“**Transactional Taxes**”). Client shall pay all applicable Transactional Taxes that LevelBlue is legally obligated to charge Client. If LevelBlue is assessed any Transactional Taxes because of a state or local audit, Client shall reimburse LevelBlue for any additional Transactional Taxes imposed on LevelBlue upon audit, excluding any interest or penalty.
- (c) Payment Terms. LevelBlue will begin invoicing upon execution of the applicable Order Form or SOW. Client will pay LevelBlue’s invoices within thirty (30) days following the date of invoice (“**Due Date**”).
- (d) Late Payment; Disputes. If Client does not pay any amounts due within thirty (30) days of the Due Date, such unpaid amounts will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, determined and compounded daily from the Due Date until the date paid. LevelBlue reserves the right to suspend, terminate, or disable, as applicable, the Services and Products if Client does not pay an invoice by the Due Date.

3. Term and Termination

- (a) Term. The term of this Agreement commences on the Effective Date and will continue in full force and effect until terminated in accordance with the provisions of this Agreement (“**Term**”). Unless otherwise specified, each Order Form or SOW will commence on the date executed by the parties

and will continue for the duration set forth therein or, if no duration is set for Services, until the Services are completed. Termination of this Agreement shall not affect any Order Form or SOW executed prior to the effective date of termination. This Agreement shall continue to govern each such Order Form or SOW until the applicable Order Form or SOW expires or is terminated in accordance with its terms.

(b) Termination Rights.

- (i) Convenience. Each party may terminate this Agreement upon written notice to the other party if no Order Form or SOW is in effect at such time.
- (ii) Material Breach. Either party may terminate this Agreement or any applicable Order Form or SOW for cause if the other party is in material breach of this Agreement or the applicable Order Form or SOW; provided that such breach, if capable of being cured, is not cured within thirty (30) days after the terminating party provides the breaching party with written notice of such breach.
- (iii) Insolvency. Either party may terminate this Agreement or any applicable Order Form or SOW for cause if the other party (1) terminates or suspends its business; (2) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver, or similar authority; or (3) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- (iv) Non-payment. LevelBlue may terminate this Agreement or any applicable Order Form or SOW for cause if Client fails to pay any amount due to LevelBlue within thirty (30) days after LevelBlue gives Client written notice of such nonpayment.

4. Confidential Information

- (a) Definition of Confidential Information. “**Confidential Information**” means any information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) during the performance of this Agreement, or otherwise, that should reasonably have been understood by the Receiving Party to be proprietary and confidential to the Disclosing Party or to a third party to whom the Disclosing Party owes a duty of confidentiality. Confidential Information does not include any information that (i) was or becomes publicly known through no fault of Receiving Party or its Representatives (as defined in Section 4(b)); (ii) was in Receiving Party’s possession free of any obligation of confidence at the time of disclosure; (iii) is developed by Receiving Party independently of and without reference to any of Disclosing Party’s Confidential Information; (iv) is rightfully obtained by Receiving Party from third parties authorized to make such disclosure; (v) is an indicator of compromise that does not identify the Disclosing Party (e.g., malware); or (vi) is publicly disclosed by Disclosing Party or identified by Disclosing Party as no longer proprietary or confidential.
- (b) Use and Disclosure. During the term of this Agreement and for a period of three (3) years after the end of the term, the Receiving Party shall (i) not use Disclosing Party’s Confidential Information other than in connection with the performance of this Agreement; (ii) protect the Disclosing Party’s Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care; and (iii) not disclose, transfer, use, copy, or allow access to Disclosing Party’s Confidential Information to any third parties without the Disclosing Party’s prior written consent. Notwithstanding anything to the contrary, Receiving Party may disclose Disclosing Party’s Confidential Information to its Affiliates and its and their directors, officers, employees, consultants, and agents (“**Representatives**”) who (1) have a need to know, for the purpose of this Agreement; and (2) are under written obligations of confidentiality that protect Disclosing Party’s Confidential Information from unauthorized use and disclosure. Each party agrees that it shall be directly liable to the other party for any breach of this Agreement by its Representatives.

- (c) Compelled Disclosure. Confidential Information may be disclosed in response to a subpoena or other validly issued administrative or judicial process requesting Confidential Information, provided that the Receiving Party shall promptly notify (where legally permitted) Disclosing Party in writing of such request prior to disclosure in order to provide Disclosing Party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information.
- (d) Ownership of Confidential Information. All Confidential Information disclosed under this Agreement (including information held in electronic storage media) shall be and remain the property of Disclosing Party.
- (e) Return or Destruction. Upon Disclosing Party's written request, Receiving Party shall return or destroy the Confidential Information. Receiving Party may retain copies of Confidential Information (i) to meet the requirements of any applicable legal, regulatory, or internal compliance obligations; or (ii) where that information has been automatically saved electronically under any back-up system that is not reasonably accessible. All such retained copies are subject to the confidentiality obligations in this Agreement and will be securely destroyed at the end of this retention period.
- (f) No Representations. LevelBlue's obligations under this Section 4 do not create any additional implied or express representations or warranties regarding the Services or Products. LevelBlue will not be liable for any breach of this Agreement resulting from a hack or intrusion by a third party into Client's network, environment, software, hardware, operational technology, or information technology systems, unless the hack or intrusion occurred through endpoints or devices monitored by LevelBlue pursuant to an Order Form or SOW and is caused solely by LevelBlue's gross negligence or willful misconduct.
- (g) Injunctive Relief. The parties agree that either party may seek injunctive relief to enforce the confidentiality provisions of this Agreement.

5. **Limitation of Liability**

- (a) Liability cap. In no event shall LevelBlue, its officers, employees, or agents be liable for aggregate damages arising out of or relating to this Agreement (including for avoidance of doubt the Schedules) under any theory, beyond the greater of the amounts paid to LevelBlue in the preceding twelve (12) months for the Order Form or SOW under which liability arose and one million dollars (\$1,000,000). To the fullest extent permitted by law, neither party shall be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages (including, without limitation, loss of profits) arising out of or relating to this Agreement, even if such party has been advised of the possibility of such damages.
- (b) General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE ORDER FORM OR SOW, LEVELBLUE DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) FOR THE SERVICES AND PRODUCTS.
- (c) Applicability. The limitation of liability in this Section 5 shall apply to each party and extend to its Affiliates, wherever located that seek to assert claims against the other party and its Affiliates.

6. **Authority; Privacy**

- (a) Authority to Access Data. Client authorizes LevelBlue to access data related to the Services and/or the Products and represents and warrants that such access does not violate any law or treaty.

- (b) Privacy. The LevelBlue Privacy Schedule (Client) available at <https://www.levelblue.com/legal> shall apply to any personal data processed by the parties pursuant to this Agreement, unless and to the extent an Order Form or SOW includes separate data privacy terms.

7. **LevelBlue Equipment**

- (a) Ownership. LevelBlue may provide Products or Services using software, tools, or equipment owned or licensed by LevelBlue ("**LevelBlue Equipment**"). Title to LevelBlue Equipment will remain with LevelBlue or the applicable third party at all times. For the avoidance of doubt, use of LevelBlue Equipment as part of a Product does not give Client a license except as expressly provided in this Agreement and the applicable Order Form or SOW.
- (b) Client Obligations. When LevelBlue Equipment is used for a Service or Product, Client will (i) provide adequate space, power, internet connectivity, and physical security for the LevelBlue Equipment consistent with industry standards; (ii) protect LevelBlue Equipment from damage, theft, misuse (including, without limitation, disassembling, decompiling, or reverse engineering), and unauthorized access or use (including, without limitation, accessing the source code); (iii) not move or modify LevelBlue Equipment without LevelBlue's prior consent; and (iv) return LevelBlue Equipment and delete any electronic copies upon termination of the applicable Order Form or SOW.
- (c) Risk of Loss. When Client is provided with physical LevelBlue Equipment, Client bears the risk of loss or damage to LevelBlue Equipment, except to the extent caused by LevelBlue.

8. **Miscellaneous**

- (a) Entire Agreement. This Agreement, all Schedules and any exhibits, and any Order Forms or SOWs entered into pursuant to the terms of this Agreement contain the entire understanding between the parties relating to this matter and supersede all other oral and written agreements or understandings therefor. No modification, addition, waiver, or cancellation of any provision shall be valid except by a writing signed by both parties. No other agreements provided by the Client, including but not limited to purchase orders, work orders, or click-thru terms, shall be binding on LevelBlue or shall apply to this Agreement or the Services or Products provided hereunder.
- (b) Affiliates. The parties hereby acknowledge and agree that an Order Form or SOW may be entered into under this Agreement by either Client or any of its Affiliates (each, a "**Client Affiliate**") or LevelBlue or any of its Affiliates (each, a "**LevelBlue Affiliate**"). All provisions of this Agreement shall be deemed incorporated into each Order Form or SOW with each reference to "Client" herein referring to the Client Affiliate which executes the Order Form or SOW and each reference to "LevelBlue" herein referring to the LevelBlue Affiliate which executes the Order Form or SOW. The Client Affiliate and the LevelBlue Affiliate will be solely responsible and liable for each of their performances and obligations under the applicable Order Form or SOW and this Agreement. "**Affiliate**" means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means the ownership of, or the power to vote, at least fifty-one percent (51%) of the voting stock, shares, or interests of an entity. Nothing in this Agreement implies that LevelBlue owes or accepts any duty or responsibility to any Client Affiliate, except to a Client Affiliate identified in the Order Form or SOW as the "Client" for that Order Form or SOW.
- (c) Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the applicable jurisdiction, as set forth in the table below (the "**Applicable Jurisdiction**") without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced only in the courts of the Applicable Jurisdiction, and each party irrevocably submits to

the exclusive jurisdiction and venue of any such court in any such legal suit, action, or proceeding. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Region in which Client's address is located	Applicable Jurisdiction
United Kingdom, Europe, Middle East, and Africa	London, England
Asia, Pacific, and India (excluding Japan)	New South Wales, Australia
North America / Central & Latin America	Delaware, United States
Japan	Tokyo, Japan

- (d) Solicitation of Employees. During the term of the Agreement and for one (1) year thereafter, both parties agree to not solicit or employ in any capacity any of each other's employees who have requested or provided Services or Products in connection with this Agreement. The prohibitions set forth in this Section do not apply to the placement of job advertisements in media of general circulation or other general human resource recruiting efforts and any employment which results therefrom.
- (e) Independent Contractor. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to create or imply (i) a partnership, joint venture, agency relationship, or contract of employment; or (ii) an exclusive relationship for the sale or purchase of the Services or Products between the parties.
- (f) Conflicts. Nothing in this Agreement shall preclude LevelBlue from rendering services or providing products (including but not limited to the Services or any Product) to other clients.
- (g) Anti-Bribery; Anti-Corruption. The parties undertake (i) to maintain appropriate policies, procedures, and internal controls designed to prevent any acts of bribery or corruption in breach of any anti-bribery and anti-corruption laws applicable to either party, in relation to the Services and Products; (ii) not to do, or omit to do, any act that will cause or lead either party to breach any anti-bribery and anti-corruption laws applicable to it; and (iii) to keep proper and accurate books and records reflecting all payments made and expenses incurred in connection with the performance of the Services and Products.
- (h) Publicity. Neither party shall use the name or marks of, or refer to, or identify the other party in any public announcements or press release without the prior written approval of an authorized representative of the other party (which approval the other party may withhold in its sole discretion), except no such written approval is required to the extent any such disclosure is required by applicable laws.
- (i) Force Majeure. Neither party will be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement attributable in whole or in part to the other party's fault or negligence or to any cause beyond its reasonable control, including but not limited to acts of God, government actions, war, epidemics, or civil disturbance.
- (j) Subcontractors. Client expressly consents to LevelBlue's right to use subcontractors in connection with the performance of Services, provided that LevelBlue remains responsible for its obligations under this Agreement and the acts and omissions of such subcontractors.
- (k) No Waiver. The failure of either party to act on a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches unless such waiver shall be in writing and signed by an authorized representative of the party against whom enforcement is sought.
- (l) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, which shall remain in full force and effect.

- (m) Assignment. Neither party will assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent; provided, however, either party may assign this Agreement and any of its rights or obligations to an Affiliate or in the event of a merger, acquisition, change of control, or sale of all or substantially all of its assets without prior written consent. Any purported assignment or delegation in violation of this Section is null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.
- (n) Notices. Any notice required or permitted to be given shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, or sent by a recognized overnight courier (effective on receipt). Any notice to LevelBlue must be sent to 6010 West Spring Creek Pkwy, Plano, TX 75024, USA, Attention: Legal, with a copy sent to legal@levelblue.com.
- (o) Authority. Each party represents and warrants that it has the full legal right, power, and authority to enter into this Agreement and perform its obligations herein. Each individual executing or accepting an Order Form or SOW that incorporates this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement, as incorporated into the applicable Order Form or SOW, on behalf of their respective party, and that this Agreement, as incorporated into the applicable Order Form or SOW, constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- (p) Survival. All provisions of this Agreement that by their nature are reasonably intended to survive the termination or expiration of the Agreement shall survive.
- (q) Precedence. In the event of a conflict between this Agreement and any Order Form or SOW, this Agreement will govern, except to the extent an Order Form or SOW specifically states that it shall supersede the applicable provision in this Agreement. In the event of a conflict between this Agreement and any schedule, the schedule will govern solely with respect to the subject matter expressly addressed therein. However, where a schedule contains its own order of precedence or conflict provision, such provision shall apply with respect to that schedule.

SCHEDULE A

SERVICES

1. General Terms for Services

- (a) Scope. This Schedule applies to all Services provided by LevelBlue under an Order Form or SOW.
- (b) Privilege. LevelBlue acknowledges that Client may engage LevelBlue for certain Order Forms or SOWs through its in-house or outside counsel ("**Counsel**") in order to permit Counsel to render legal advice to Client in anticipation of litigation, a regulatory inquiry, or an internal investigation. In such event, the parties will enter into an Order Form or SOW with Counsel and LevelBlue will act solely at the direction of Counsel. All work product and communications under such an engagement will be subject to the attorney-client privilege and work product doctrine (or any similar protections granted in the applicable jurisdiction), to the extent recognized by applicable law, and the confidentiality of such shall be protected accordingly.

2. Ownership for Services

- (a) LevelBlue Information. LevelBlue has created, acquired, or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire, or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system, and data models); templates; software systems, LevelBlue Equipment, user interfaces, and screen designs; general purpose consulting and software tools; websites; and data, documentation, and proprietary information and processes ("**LevelBlue Information**"). To the extent that LevelBlue utilizes any of its property, including, without limitation, LevelBlue Information, in connection with the performance of Services, such property shall remain the property of LevelBlue and, except for the limited licenses expressly granted in Section 2(b)(iii) of this Schedule, Client shall acquire no right or interest in such property. Client will honor all LevelBlue copyrights, patents, and trademarks relating to the LevelBlue Information.
- (b) Deliverables.
 - (i) Definition; Limitations. LevelBlue will provide the written materials (if any) for Services, such as reports, presentations, or other documents, as set forth in an Order Form or SOW ("**Deliverables**"). Deliverables may not be published to the general public, resold, modified, sublicensed, or uploaded or input (whether in whole or in the form of extracts) into generative artificial intelligence services, systems, or applications.
 - (ii) Non-Reliance. Use of any Deliverable is limited to the informational purposes of Client and shall not be relied upon by any other persons or entity for any purpose. Deliverables are not to be referred to or quoted, in whole or in part, in any registration statement, prospectus, public filing, loan agreement, or other financial agreement or document. Client is permitted to disclose Deliverables (1) to its Affiliates, regulators, governing bodies, auditors, and legal advisors; (2) to its vendors, provided that, such disclosure is necessary for the vendor to perform its obligations to Client and the vendor is subject to confidentiality agreements that protect the Deliverables; and (3) as part of legal proceedings related to the Services in which Client is a party or in compliance with Section 4(c) of the Agreement (Compelled Disclosures). Client shall not disclose Deliverables to any other third party or for any other purpose unless, prior to any such disclosure, LevelBlue, in its sole discretion, consents to the disclosure and Client secures such third party's signature agreeing to the terms of a non-reliance letter.

- (iii) Assignment; Limited License. Subject to Client's payment of all applicable Fees and compliance with this Agreement, and excluding LevelBlue Information, a Deliverable shall become the sole property of Client and LevelBlue hereby assigns to Client all right, title, and interest therein without any obligation on Client to pay further royalties or other remuneration. To the extent a Deliverable incorporates LevelBlue Information, LevelBlue grants Client an irrevocable, royalty-free, non-exclusive right to use and copy the LevelBlue Information for Client's internal business purposes.

3. Disclaimers

- (a) Testing. If Client engages LevelBlue for security testing services ("**Testing Services**"), Client shall obtain all necessary consent from third parties that may be affected by such Testing Services. LevelBlue is entitled to presume that such written consent has been obtained by Client prior to the commencement of the Testing Services, unless otherwise informed by Client. Client acknowledges that Testing Services may result in disruptions or damage to the Client's or third party's systems, and the information and data contained therein. As such, LevelBlue shall have no responsibility or liability for such disruptions or damages, including with respect to any third party claim against the Client related to or arising out of Testing Services.
- (b) Media. IF THE SERVICES INCLUDE OR COULD INCLUDE LEVELBLUE HANDLING, STORING, OR OTHERWISE PROCESSING EQUIPMENT, DATA, OR MEDIA DISCLOSED BY OR AT THE DIRECTION OF CLIENT ("**MEDIA**"), THIS SECTION APPLIES. BECAUSE MEDIA IS FRAGILE AND MAY BE DAMAGED, INFECTED, OR CORRUPTED PRIOR TO THE TIME LEVELBLUE RECEIVES THEM, LEVELBLUE FOR ITSELF AND ITS OFFICERS, EMPLOYEES, AND AGENTS WILL NOT ASSUME RESPONSIBILITY FOR DAMAGE THAT MAY OCCUR TO MEDIA PRIOR TO OR DURING LEVELBLUE'S EFFORTS TO PERFORM THE SERVICES. AS SUCH, LEVELBLUE WILL NOT BE LIABLE FOR DIRECT OR INDIRECT DAMAGES ARISING FROM HARM THAT MAY OCCUR TO MEDIA.
- (c) Viruses. ANY DATA, ESPECIALLY DATA RESTORED FROM UNKNOWN SOURCES, MAY CONTAIN VIRUSES OR OTHER MALWARE; THEREFORE, EACH PARTY ASSUMES RESPONSIBILITY TO PROTECT ITSELF WITH RESPECT TO THE RECEIPT OF DATA AND SHALL ADVISE ITS AGENTS AND THIRD PARTY RECIPIENTS TO TAKE SIMILAR PRECAUTIONS.

4. Indemnification.

- (a) By Client. Client agrees to indemnify LevelBlue against any third-party claim arising from the Services. Client shall not indemnify LevelBlue, however, if the claim (i) results from actions by LevelBlue that are adjudicated to constitute willful misconduct or gross negligence; or (ii) is subject to Section 4(b) of this Schedule.
- (b) By LevelBlue. LevelBlue agrees to indemnify Client against any third-party claim that LevelBlue Information infringes a presently issued U.S. patent or copyright claim. LevelBlue will not indemnify Client, however, if the claim results from (i) Client's alteration of the LevelBlue Information; or (ii) use of LevelBlue Information other than as permitted in this Agreement and the applicable Order Form or SOW.
- (c) Conditions for Indemnities. In order to benefit from the indemnities in this Agreement, the indemnified party must: (i) give the indemnifier prompt notice of the claim for which indemnity is sought; (ii) grant sole control of the defense of the claim to the indemnifier, except that the indemnifier must keep the indemnified party informed about the status of the claim on a timely basis and the indemnifier must not enter into a binding settlement that creates any admission of fault or

obligation on the indemnified party's behalf unless it is approved in writing in advance by the indemnified party; (iii) not unreasonably withhold any required approval related to this indemnification; and (iv) provide reasonable cooperation requested by the indemnifier and, at the indemnifier's request and expense, assist in the indemnifier's defense or settlement of the claim. Nothing above prevents the indemnified party from obtaining independent counsel at indemnified party's sole expense.

SCHEDULE B

PRODUCTS

1. General Terms for Products

- (a) Scope. This Schedule applies to all Products provided by LevelBlue under an Order Form or SOW, including (i) software Products such as subscriptions, licenses, cloud services, hosted services sold to Client ("**Software Products**"); (ii) hardware Products such as appliances, devices, sensors, or other physical equipment sold to Client ("**Hardware Products**"); (iii) LevelBlue Equipment used by LevelBlue to deliver Products or Services; and (iv) Third-Party Products or Services resold, distributed, or provisioned by LevelBlue.
- (b) Access Rights. Except as expressly permitted in an Order Form or SOW, Client shall not resell, redistribute, sublicense, or commercially host any Product for third party use. Client shall provide LevelBlue reasonable access to its sites, systems, personnel, and equipment as necessary to install, configure, or support Products, subject to Client's documented security policies.
- (c) Additional Documentation. Product descriptions, acceptable use provisions, project plans, service levels, and other specific terms for Products hereunder shall be included in an applicable Order Form or SOW.

2. Software Products

- (a) Grant of Rights. Subject to Client's payment of all applicable Fees and compliance with this Agreement, LevelBlue grants Client a limited, non-exclusive, non-transferable (except as permitted under Section 8(m) of the Agreement), non-sublicensable right to use the Software Products during the subscription term identified in the applicable Order Form or SOW.
- (b) Restrictions. Client shall not and shall not permit any third party to (i) copy, modify, translate, or create derivative works of the Software Products; (ii) reverse engineer, disassemble, decompile, or attempt to derive source code; (iii) remove or alter proprietary notices; (iv) use the Software Products for competitive analysis or benchmarking; or (v) allow access to the Software Products by any third party except as permitted in the Agreement.

3. Hardware Products

- (a) Delivery and Title. Unless otherwise specified in an Order Form or SOW, (i) title and risk of loss transfer to Client upon delivery to the ship-to location designated by Client; and (ii) delivery dates are estimates only and not guaranteed.
- (b) Hardware Specifications. Client acknowledges that (i) hardware configurations, features, and components may vary by model or manufacturing batch; and (ii) use of the Hardware Products may require Software Products, subscriptions, or Services, which must be purchased separately unless expressly included in an Order Form or SOW.
- (c) No Returns. Except where required by applicable law or expressly agreed in an Order Form or SOW, all Hardware Products sales are final and Hardware Products are non-returnable and non-refundable.

4. Third Party Software and Services

- (a) Third-Party Terms. Certain Products may be licensed or provided by third parties ("**Third-Party Products**"). Client's use of Third-Party Products is subject to the applicable third-party license, end-user license agreement, or terms of service.

- (b) Pass-Through Responsibilities. Unless expressly stated in an Order Form or SOW, (i) LevelBlue is not responsible for the operation, support, or performance of Third-Party Products; and (ii) LevelBlue's sole responsibility is to pass through any warranties, support rights, or service credits the third party makes generally available.
- (c) Payment. Client remains responsible for all Fees associated with Third-Party Products regardless of performance by the third party.

5. **Pricing and Billing**

- (a) Pricing Schedules. Order Forms or SOWs may include pricing schedules that state term lengths, discounts, volume tiers, or other commercial terms ("**Pricing Schedules**"). A Pricing Schedule will not change during the term of the applicable Order Form or SOW unless mutually agreed by the parties in writing.
- (b) Billing Start. Unless otherwise specified in the applicable Order Form or SOW, billing for subscription-based Products begins upon the earlier of (i) the Product being made available to Client; or (ii) the activation or start date stated in the Order Form or SOW.

6. **Limited Warranties**

- (a) Hardware Product Warranties. LevelBlue will pass through to Client any manufacturer warranties for Hardware Products. The manufacturer, not LevelBlue, is responsible for such warranties.
- (b) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR AN ORDER FORM, ALL PRODUCTS ARE PROVIDED "AS IS" AND LEVELBLUE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. **Feedback**. Any verbal or written feedback Client provides to LevelBlue with respect to Software Products, Hardware Products, LevelBlue Equipment, or any materials, works of authorship, technical writings, inventions, ideas, processes, formulas, source and object codes, data, programs, trade secrets, know-how, improvements, innovations, discoveries, developments, designs, and techniques in existence and owned, licensed, or created by LevelBlue shall be considered the property of LevelBlue. If Client submits feedback to LevelBlue, Client agrees that LevelBlue may use such feedback without any restriction from or compensation to Client, and Client hereby assigns to LevelBlue all rights in, and to, such feedback.

8. **Termination of Product Subscriptions**. If Client terminates an Order Form or SOW other than for cause, Client shall (a) pay (i) any remaining committed Fees for the unexpired term of the applicable Order Form or SOW, and (ii) any previously waived or discounted non-recurring charges; and (b) reimburse LevelBlue for any third-party costs incurred due to such termination.