

## Terms and Conditions

### Duality Technologies Inc. via Microsoft Marketplace

Duality Technologies Inc., a Delaware corporation (“**Duality**”) is the developer and owner of proprietary software, technologies and platforms (the “**Duality Technology**”). The Duality Technology includes a cloud environment intended for secure data collaboration (the “**Environment**”).

By consenting to these Terms and Conditions (this “**Agreement**”), Authorized Users are granted a nonexclusive, non-transferable, limited license to use the Environment and the Synthetic Data and the Models.

#### 1. Definitions

- 1.1. “**Authorized Users**” means a person using the Duality Technology, who is permitted by the Customer to do so, and who is a member of the internal workforce of the Customer or of Customer’s contracted service provider.
- 1.2. “**Device**” means any Customer’s connected device utilizing the Duality Technology in any manner.
- 1.3. “**Fees**” means the pricing information specified on Duality’s page on the Microsoft Marketplace, which Customer selected to purchase through the Microsoft Marketplace.
- 1.4. “**Intellectual Property**” means (i) inventions, all patents and patent applications; (ii) trademarks, whether registered or not; (iii) work of authorship and all copyrightable works; (iv) trade secrets; (v) all other proprietary rights and any other similar rights, in whatever form or medium.
- 1.5. “**Term**” means 12 months following Customer’s initial purchase made through the Microsoft Marketplace pursuant to this Agreement.

#### 2. License and Services; Restrictions

- 2.1. **SaaS.** Subject to the terms and conditions contained in this Agreement, Customer and its Authorized Users may access and use the Duality Technology in accordance with the objective and purpose of such components, on a worldwide, non-exclusive, and non-transferrable basis.
- 2.2. **SLA.** Subject to the terms and conditions contained in this Agreement, Duality will provide Customer with the technical support and maintenance services as specified in Annex A.
- 2.3. **Updates.** Duality will make available to Customer those changes, releases, upgrades, or updates to the Duality Technology (collectively, “**Updates**”) which Duality makes generally available to Duality’s other customers at no additional cost. For clarity, Duality may offer the Customer from time-to-time new features which are subject to additional Fees.
- 2.4. **Restrictions.** Customer will not and will not attempt to (a) make available the Duality Technology to anyone other than Authorized Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Duality Technology, whether in whole or in part, or include the Duality Technology in a service bureau or outsourcing offering, (c) use the Duality Technology to process, store or transmit content that infringes or violates the rights of third parties, (d) knowingly interfere with or disrupt the integrity or performance of the Duality Technology, (e) gain unauthorized access to the Duality Technology, any of Duality’s systems or networks, or any features thereof that are undocumented, blocked or inaccessible in the ordinary course, (f) access to or use of the Duality Technology in a way that circumvents a contractual usage limit, or use any of Duality’s Intellectual Property rights except as permitted under this Agreement, or (g) disassemble, reverse engineer or decompile the Duality Technology, unless such activities are non-waivable rights guaranteed to

Customer under applicable law, in which case Customer must first inform Duality in writing and in detail of its intent to perform these activities.

### 3. Fees

3.1. **Payments Due.** Customer shall pay Duality the applicable Fees, it being agreed that charges (which shall also be referred to as “**Platform Fees**”), all upon the purchase made through the Microsoft Marketplace pursuant to this Agreement. The Fees invoiced by Duality are due and payable by Customer promptly upon the purchase made through the Microsoft Marketplace pursuant to this Agreement, and are non-refundable except for the cancellation windows given to Customer under the terms of the Microsoft Marketplace, which is currently 48 hours. The Customer will be charged the Platform Fees on a recurring monthly basis throughout the Term, through the Microsoft Marketplace.

### 4. Confidentiality, IP Ownership

4.1. **Confidentiality.** The parties shall adhere to the NDA attached as Annex B to this Agreement.

4.2. **Duality Ownership.** As between the parties, all rights, title, and interests, including all Intellectual Property rights, in and to the Duality Technology, and all parts thereof (including Further Developments as defined below, and anything developed by Duality as a result of feedback from the Customer), are owned by or licensed to, Duality. The Customer acknowledges and agrees that except for the limited license and use rights expressly and specifically granted to the Customer under this Agreement, the Customer acquires no other right, title, interest, or ownership in and to the Intellectual Property rights associated with the Duality Technology.

4.3. **Publicity.** Neither party will, without the other party’s prior written approval, (i) issue or make, or permit to be issued or made, any public communication of any kind regarding this Agreement or the relationship of the parties, or (ii) use the name, trade name, service marks, trademarks, trade dress or logo of the other party. Notwithstanding the foregoing, Customer hereby authorizes Duality to use the Customer’s name, logo and trademarks for external marketing purposes.

### 5. Indemnity

5.1. Customer shall defend and indemnify Duality and its directors, officers, service providers, and contractors, against any third party claim alleging that Customer’s provision of the Customer Data to Duality for the purposes set out in Section 4.3 infringes or misappropriates the rights of any third party or any applicable data protection or privacy law. Customer shall indemnify the foregoing defended entities for all liabilities, losses, costs, damages and expenses (including reasonable legal fees) to the extent they result from such claims. The above indemnity and defense obligations by Customer shall not apply to the extent that the claim arises from Duality’s breach of this Agreement.

5.2. **Indemnity Procedure.** Duality will: (a) give the Customer written notice of the indemnifiable claim promptly after becoming aware of it, and shall provide the Customer reasonable cooperation, information and assistance in connection therewith, at the expense of the Customer; (b) give the sole control and authority with respect to defense or settlement of the indemnifiable claim to the Customer, and further provided that Duality shall have a right to participate in the defense and settlement of the indemnifiable claim with counsel of its choice; and (c) not settle, or take any action to prejudice, the defense or settlement of the indemnifiable claim without the Customer’s prior written consent. The Customer shall not admit to any wrongdoing of the Duality without the Duality’s written consent, which shall not be unreasonably withheld, denied or delayed.

### 6. Limited Warranties and Limitation of Liability

6.1. **Warranties.** Duality also represents and warrants that to its knowledge after having taken reasonably prudent measures designed to ascertain so: (i) the Duality Technology does not contain any program, routine, device or other feature that constitutes a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door, or other harmful code or device which (a) is designed to delete, disable, deactivate, provide unauthorized access, interfere with or otherwise harm any software, program, data, device, system or service; (b) is intended to provide unauthorized access or to produce unauthorized modifications; or (c) could otherwise cause harm or interfere with Customer's exercise of its rights under this Agreement, subject to the terms and conditions herein.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET OUT HEREIN, THE DUALITY TECHNOLOGY IS PROVIDED "AS-IS" AND "AS-AVAILABLE." AND DUALITY DOES NOT WARRANT THAT CUSTOMER'S USE OF ANY OF THE DUALITY TECHNOLOGY WILL SECURE ANY SUCCESS OR GENERATE ANY REVENUE OR OTHERWISE MEET CUSTOMER'S REQUIREMENTS.

6.3. **LIABILITY.**

6.3.1. **INDIRECT DAMAGES.** SUBJECT TO THE EXCEPTIONS SPECIFIED BELOW, IN NO OTHER EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, LOSS OF USE, DATA, BUSINESS OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE LICENSING OF THE DUALITY TECHNOLOGY BY DUALITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT ON THE BASIS OF TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER THEORY OF LIABILITY.

6.3.2. **GENERAL CAP ON LIABILITY.** EACH PARTY'S TOTAL AND AGGREGATE LIABILITY TO THE OTHER WILL NOT EXCEED THE AMOUNTS PAID TO DUALITY BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING ANY SUCH CLAIM, REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT ON THE BASIS OF TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER THEORY OF LIABILITY.

6.3.3. **EXCEPTIONS.** THE FOLLOWING HEADS OF DAMAGE ARE EXCLUDED FROM 6.3.1 AND 6.3.2 ABOVE: (A) DAMAGES RESULTING FROM A PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN ANNEX B OR FROM BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, WHICH SHALL BE UNCAPPED; (B) DAMAGES RESULTING FROM A PARTY'S MALICIOUS MISCONDUCT OR FRAUD, OR DEATH OR PERSONA INJURY CAUSED BY NEGLIGENCE OF DUALITY, WHICH SHALL BE UNCAPPED; (C) BREACH OF CUSTOMER'S OBLIGATIONS TO PAY THE APPLICABLE FEES, WHICH SHALL BE UNCAPPED.

**7. Term and Termination**

7.1. **Duration and Termination for Convenience.** This Agreement commences upon the Customer's purchase made through the Microsoft Marketplace pursuant to this Agreement and continues on an

automatically renewable monthly basis for the duration of the Term. Customer may terminate this Agreement for convenience by notifying Duality in writing of its desire not to renew the Agreement on the forthcoming monthly renewal, such notice to be given to Duality at least 7 days prior to the end of the then-current monthly cycle.

- 7.2. **Termination for Breach; Bankruptcy.** Either party may terminate this Agreement immediately upon written notice if the other party is in breach or default of any obligation hereunder, which breach or default is not cured within thirty (30) days of receipt of written notice from the non-breaching party; or (ii) the other party becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign and whether voluntary or involuntary, which is not resolved favorably to such party within ninety (90) days of commencement thereof (a “**Bankruptcy**”).
- 7.3. **Consequences of Termination.** Upon any termination of this Agreement: (i) Customer will pay Duality all applicable Fees due and outstanding as of the effective termination date; and (ii) Duality will discontinue Customer’s access to the Duality Technology and the licenses and access rights granted under this Agreement to the Customer regarding the Duality Technology terminate.
- 7.4. **Survival.** Sections 3 (Fees) as it concerns fees due at the time of termination, 4 (Confidentiality, IP Ownership) as it concerns ownership rights and confidentiality, 5 (Indemnity), 6 (Limited Warranties and Limitation of Liability), and 8 (Miscellaneous) shall survive the expiration or termination of this Agreement.

## 8. Miscellaneous

- 8.1. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, war, acts of God or governmental action. The affected party shall give prompt written notice to the other Party, stating the period of time the force majeure issue is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such force majeure issue. The continuation of a Force Majeure event for more than thirty (30) continuous days shall give either Party the right, upon written notification, to terminate this Agreement.
- 8.2. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, irrespective of its conflict of laws principles and any dispute not amicably resolved between the parties will be under the sole and exclusively jurisdiction and venue of the courts in New Jersey.
- 8.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld, denied or delayed. Notwithstanding the foregoing, this Agreement may be freely assigned by a party without the prior written consent of the other under the following circumstances: (i) merger of that party, or (ii) the sale of all or substantially all of that party’s assets relating to this Agreement. For purposes hereof, a Change of Control will be deemed an assignment. Any assignment in violation of this provision will be invalid. This Agreement will be binding upon, enforceable by and inure to the benefit of the Parties and their respective successors and assigns.
- 8.4. **Relationship of the Parties.** The parties are independent contractors, and nothing herein is intended or will be construed as creating a partnership, employment, joint venture or agency relationship between the parties.
- 8.5. **Entire Agreement; Amendments; Severability and Waiver.** This Agreement together with its annexes and Order Form constitutes the complete agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. Except as otherwise specified in this Agreement, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. If any provision of this Agreement is held to be invalid or unenforceable,

the remainder will remain in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

## Annex A - SLA

This Duality Technologies Inc. Service Level Agreement (this “SLA”) is a policy governing the activities related to Duality’s technical support and maintenance which are delivered to Customer by Duality. Capitalized terms that are not defined in this SLA shall have the meanings attributed to them under the Master Agreement.

- Means of communication:
  - Portal support (under development): A ticket is opened through the Duality web portal
  - Email support: an email is sent to support@Duality.com
- Termination requires 30 days’ advance written notice.

### **Severity Definitions**

Response and resolution times are based on your Service Level Agreement with Duality. Please refer to Standard SLA levels.

Duality will make reasonable efforts to adhere to the response and resolution times for issues within the scope of its own software and the customizations, which was developed by Duality for the Customer. Cloud resource operation issues are out of the scope of this Duality SLA.

The following definitions of Severity should be used when opening tickets.

#### **SEVERITY 1 (URGENT)**

Any error reported by the Customer where the majority of users for a particular part of the software are affected, the error has high visibility, there is no workaround, and it affects Customer’s ability to perform its business. Severity 1 issues may require Customer to have dedicated resources available to work on the issue on an ongoing basis with Duality. If Customer does not provide such dedicated resource, then Duality shall not be liable for related delays.

#### **SEVERITY 2 (HIGH)**

Any error reported by the Customer where the majority of users for a particular part of the software are affected, the error has high visibility, a workaround is available; however, performance may be degraded, or functions limited, and it is affecting revenue.

#### **SEVERITY 3 (NORMAL)**

Any error reported by the Customer where the majority of users for a particular part of the software are affected, the error has high visibility, a workaround is available; however, performance may be degraded, or functions limited, and it is NOT affecting revenue.

#### **SEVERITY 4 (LOW)**

Any error reported by the Customer where a single user is severely affected or completely inoperable or a small percentage of users are moderately affected or partially inoperable and the error has limited business impact.

### **Features**

<b>Topic</b>	<b>Obligation</b>
Hours of Availability	9-17, Monday - Friday US EST time or European central time

Severity 1 Urgent	First Response	8 business hours
	Update Frequency	2 business days
Severity 2 High	First Response	2 business days
	Update Frequency	5 business days
Severity 3 Normal	First Response	5 business days
	Update Frequency	Reasonable best effort
Severity 4 Low	First Response	Reasonable best effort
	Update Frequency	Reasonable best effort

## Annex B – NDA

1. **“Confidential Information”** mean any and all information, content and materials related to the business, activities, methods, technology or facilities of a party that: (i) is not generally known to the public, and (ii) is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof. Subject to the exceptions below, all Confidential Information shall be considered as such if it is marked as confidential or proprietary or which a reasonable person would understand to be confidential under the circumstances surrounding disclosure.
2. **Non-disclosure and Non-use.** Each party hereto (the **“Receiving Party”**) agrees not to use any Confidential Information of the other party (the **“Disclosing Party”**) for any purpose, other than to enforce its rights and perform its obligations under the Agreement. Each party hereto shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Confidential Information of the other party as such party employs with respect to its own Confidential Information of like importance which in no event shall be less than a reasonable standard of care. Each party will limit the disclosure of the Confidential Information to its employees, consultants, corporate group affiliates, agents and subcontractors, who have a **“need to know”** in order to perform its obligations under this Agreement and are bound by appropriate confidentiality undertakings.
3. **Lawful Disclosure.** In the event that either party or any of its representatives receive a request by valid deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process to disclose any of the Confidential Information, such party shall, to the extent legally permitted, provide the other with prompt written notice of the existence, terms and circumstances of such request so that a protective order or other appropriate remedy may be sought and/or compliance with the terms of this Agreement may be waived. In the event that such protective order or other remedy is not obtained prior to the date a party is legally required to comply with such request, or that the other party waives compliance with the provisions hereof, the party receiving such protective order agrees to furnish only that portion of the Confidential Information which is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.
4. **Exceptions.** Notwithstanding anything in this Agreement to the contrary, except to the extent it would be considered **“non-public personal information,” “personally identifiable information,” “personal information,”** or **“protected health information”** within the meaning of applicable privacy laws and regulations, Confidential Information need not be treated as such if it is or has become:
  - (a) published or otherwise available to the public other than by a breach of this Agreement;
  - (b) rightfully received by the Receiving Party from a third party without confidential limitation;
  - (c) approved in writing for public release by the Disclosing Party;
  - (d) known to the Receiving Party prior to its first receipt of such Confidential Information from the Disclosing Party, as properly documented by the Receiving Party's files; or
  - (e) Independently developed by the Receiving Party without use of or reference to such Confidential Information, as properly documented by the Receiving Party's files.
5. **Return of Confidential Information.** Upon the termination of the Agreement, or if a party so requests in writing, each party shall: (i) discontinue use of the Confidential Information and any embodiments thereof, or (ii) return to the other party or destroy, as requested by the Disclosing Party in writing, the original and all copies of any Confidential Information of the Disclosing Party and any summaries or analyses thereof or studies or notes thereon in the Receiving Party's possession or control, except for one copy that may be retained for archival or regulatory purposes. Moreover, should the return or destruction of the Confidential Information be infeasible because such Confidential Information is stored pursuant to automated electronic back-up or archival systems used in the ordinary course of business or to comply with legal or regulatory requirements, the Receiving Party agrees to maintain the Confidential Information in accordance with the terms of this Agreement until it is destroyed in



the ordinary course of business. Such Confidential Information so retained shall not generally accessible to employees or other persons in the ordinary course of business or as otherwise authorized in this Agreement.

6. **Remedies.** The party recognize and acknowledge that Confidential Information may have competitive value and be of a confidential nature and that irreparable damage might result to the Disclosing Party if such Confidential Information were improperly disclosed by a Receiving Party to a third party. Each party agrees that monetary damages would be inadequate to compensate the other for breach of any provision of this Annex B, that any such breach or threatened breach will cause irreparable injury, and that, in addition to any other remedies available at law or in equity, the injured party will be entitled to injunctive relief against the threatened breach or the continuation of any such breach, without the necessity of proving actual damages.