



EVO SECURITY TECHNOLOGIES, INC.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**"), effective as of the date set forth on the sales order (the "**Effective Date**"), is entered into between ("**Customer**"), and Evo Security Technologies, Inc. ("**Service Provider**"), with offices located at 9017 W State Hwy 29, Unit 212, Liberty Hill, TX 78642. Service Provider and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties".

1. DESCRIPTION OF THE SERVICES

Service Provider is a cloud service provider of a unique infrastructure as a service (the "**Services**") where Service Provider owns the IT service(s) infrastructure and makes the Services available directly to end-user customers and to customers who use the Services in connection with their own branded cloud computing offerings, managed services, and other types of information-technology-related services. Service Provider also provides consulting services relating to its Services ("**Professional Services**"). This Agreement will apply to all orders and statements of work for Services and Professional Services entered into between Service Provider and Customer during the term of this Agreement with respect to the Services provided to Customer by Service Provider (collectively, "**Sales Orders**"), unless the Parties expressly agree otherwise in writing. From time to time the Parties may add new Sales orders, which, upon execution by both Parties, will be subject to the terms and conditions of this Agreement. This Agreement contains the terms and conditions that govern the Professional Services and Customer's access and use of the Services. Capitalized terms and phrases used in this Agreement and any Sales order will have the meanings set forth in the context in which they are used.

2. EXHIBITS. The following Exhibits are attached and incorporated as part of this Agreement:

Exhibit A: Acceptable use Policy ("AUP")
Exhibit B: Service Provider Support & Service Level Agreement ("SLA")
Exhibit C: Professional Services Addendum
Exhibit D: Security and Compliance
Exhibit E: End User License Agreement ("EULA")

3. SERVICES/RIGHTS GRANTED

- 3.1 Right to Use the Services.** Service Provider will provide the Services described in one or more Sales orders in accordance with the terms of this Agreement and the applicable Sales order. For the duration of the Services term described in a Sales order, Customer will have a non-exclusive, non-assignable (except as permitted in this Agreement), worldwide limited right to use the Services in connection with its internal business operations and for resale in its own branded offerings, subject to the terms of this Agreement. The Services are provided as described in, and subject to, the provisions in the Sales order.
- 3.2 Software Delivery Obligation.** Unless specifically set forth in a Sales order, Service Provider has no software delivery obligation and will not ship copies of any of the software programs used to provide the Services to Customer as part of the Services. Upon the termination or expiration of the Sales order, Customer's right to access or use the software programs and the Services will terminate. If software is delivered in connection with Professional Services, it will be separately identified in the Sales order and licensed to Customer in accordance with the provisions of **Section 4**. All software will be provided in object code only, unless specifically provided otherwise in a Sales order.
- 3.3 Service Level.** Service Provider will make the Services available in accordance with Service Provider Support and Service Level Agreement attached as **Exhibit B**.
- 3.4 Professional Services.** If Customer elects to engage Service Provider to provide Professional Services, the scope of the Professional Services and deliverables ("**Deliverables**") will be described in a separate Sales order and will be provided in accordance with the terms and conditions of **Exhibit C**.

- 3.5 **Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties under this Agreement will be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Each Party will be deemed to be acting solely on its own behalf and has no authority to bind the other to any third party. Service Provider will use its sole discretion to determine the manner or method for completing the Services.
- 3.6 **Order of Precedence.** In the event of a conflict between the terms of this Agreement related to Services provided by Service Provider and the terms of a Sales order, the Sales order will control. This Agreement and all Sales orders take precedence over any sales order issued by Customer, which may be accepted by Service Provider for administrative convenience only.
- 3.7 **Use of Subcontractors/Right to Change Location from which Services are Provided.** Service Provider may, in its discretion, engage subcontractors to perform Services under this Agreement, provided such subcontractors are required to comply with the confidentiality and other obligations described in this Agreement. Engagement of a subcontractor will not excuse Service Provider from any of its obligations under this Agreement and Service Provider will be liable for any breach of this Agreement by its subcontractors. Service Provider may change the location from which the Services are provided to any Service Provider facility in the United States upon ninety (90) days prior written notice to Customer, provided such relocation does not have a material adverse impact on Service Provider's Services under a Sales order.
- 3.8 **Non-Exclusive Agreement.** The arrangement set forth in this Agreement is non-exclusive and this Agreement will not prevent or prohibit either Party from entering into similar agreements with other providers or purchasers or licensors, as the case may be, of products or services similar to those under this Agreement.
- 3.9 **Training.** Service Provider shall provide Customer with Service Provider's standard training for the Services at no additional charge.
- 3.10 **Marketing.** Subject to this Agreement, Customer shall have the non-exclusive and non-transferable right to market and accept orders for the Service Provider products and Services designated on the applicable Sales Orders (the "Products"). Accordingly, subject to the terms and conditions of this Agreement, Service Provider grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to: (a) market, sell (Offer Client Subscriptions), demonstrate, and distribute the Products during the term of this Agreement; and (b) use the Products as reasonably required in connection with such marketing, sales, distribution and demonstration efforts. In no event shall Customer market or distribute the Products as a stand-alone solution. Customer may set its own fees for Client Subscriptions.
- 3.11 **Software Patches & Fixes and Updates.** Service Provider shall provide ordinary course enhancements, patches and bug fixes at no cost to Customer.
- 3.12 **Security and Compliance.** Service Provider and Customer shall comply with the obligations set forth in Exhibit D.

4. INTELLECTUAL PROPERTY/LICENSE TO SERVICE PROVIDER IP

Service Provider represents that it owns or has licenses to all patents, copyrights, trade secrets, and all other proprietary rights enforceable in the United States ("**Intellectual Property Rights**") in and to the processes, software, utilities, and methods of operation Service Provider will use to perform Service Provider's Services, Professional Services and Deliverables under this Agreement (collectively, "**Service Provider IP**"), including, but not limited to know-how, templates and project tools, as well as all software deliverables ("**Licensed Software**"), excluding Customer Data, as described below. Service Provider or its licensors reserve all Intellectual Property Rights in the Service Provider IP and Licensed Software, excluding Customer Data and Customer IP, as described below. Service Provider grants Customer a limited license to use the Service Provider IP and Licensed Software, and to sublicense the Service Provider IP and Licensed Software as part of Customer's own branded offering, for the term of the applicable Sales order. Customer will not modify, disassemble, decompile or reverse engineer any software in the Licensed Software in any manner whatsoever, or otherwise use the Service Provider IP or Licensed Software except as expressly permitted pursuant to this

Agreement. If Customer markets and sells the Services or Professional Services under its own brand, it may use the Service Provider trademarks and brand (for example, Customer's services may be "Powered by Service Provider"), in which case Service Provider grants to Customer a limited, revocable, nonexclusive, non-transferable, royalty-free, non-sublicensable right to use the Service Provider name and trademark solely for such purpose.

Customer may engage Service Provider to develop or co-develop custom interfaces or applications to be used in connection with the Services ("**Customer IP**"). Customer IP will be specifically identified in the Sales order. All Intellectual Property Rights in the Customer IP will be owned by Customer.

Customer retains all ownership and Intellectual Property Rights in and to electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by Customer ("**Customer Data**") using the Services, provided that Service Provider may compile statistical information related to the performance of the Services, and may make such information publicly available, provided that such information does not contain any personally identifiable or Customer specific information.

Service Provider will have a royalty free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to operation of the Services.

5. LIMITED WARRANTY AND DISCLAIMERS/SUSPENSION OF SERVICES

5.1 Services & Software Warranty. Subject to the limitations described below, Service Provider warrants during the Term of the applicable Sales order (a) that the Services and Professional Services will perform in all material respects in accordance with the description in the Sales order and (b) that any Licensed Software and Customer IP will perform in all material respects in accordance with their respective specifications.

5.2 Disclaimer of Warranties. Service Provider does not guarantee that the Services or Professional Services will be performed error-free or uninterrupted or that Service Provider will correct all errors. Customer acknowledges that Service Provider does not control the transfer of data over communications facilities, including the Internet, and that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Service Provider is not responsible for any delays, delivery failures or other damage resulting from such problems. Except as specifically provided in this Agreement and to the extent not prohibited by law, Service Provider disclaims any warranties of merchantability, fitness for any particular purpose and non-infringement relating to anything provided under this Agreement.

5.3 Suspension of Services. Service Provider may suspend Services if: (a) the Services are being used in violation of this Agreement, including the AUP; (b) Customer fails to cooperate with any investigation of suspected violation of this Agreement or the AUP; (c) the Services have been accessed or manipulated by a third party without Service Provider's consent; (d) Service Provider has not received applicable fees for the Services five (5) days' after notice has been provided to Customer in accordance with **Section 11.1**; except for disputed invoices. In addition, if a network or part of a network utilized by Customer undergoes a denial-of-service attack which causes an impact to Service Provider network services, Service Provider may, at its sole discretion, utilize scrubbing services to remove denial of service traffic, or temporarily suspend or route advertisement of customer networks during the attack. Service Provider will use commercially reasonable efforts to provide advance notice of a suspension of Services and opportunity to cure, unless suspension is necessary to protect Services or other Customers from imminent and significant operational or security risk. If suspension results from Customer's breach of this Agreement, fees for the Services during the suspension will continue to be charged. A reinstatement fee may be charged upon reinstatement of suspended Services.

5.4 Access to Customer Data. Customer acknowledges and agrees that unless required by law it will not have access to any Customer Data using the Services during a suspension of the Services. Unless specifically assigned to Service Provider in a Sales order, Customer is responsible to maintain current and reliable backups of stored files and Service Provider has no obligation to help recover files. For the avoidance of doubt, Evo (Service Provider) shall comply in accordance with Exhibit D in its responsibility to maintain a Business Continuity Plan and perform backups.

- 5.5 **Customer Data and Equipment.** Customer is responsible for retrieving Customer Data and content upon the termination or expiration of the applicable Sales order. If Customer has not retrieved its Customer Data upon termination or expiration of the applicable Sales order, Service Provider may destroy Customer Data that is in the possession or control of Service Provider. Customer may locate computer equipment at Service Provider's facilities at Service Provider's consent; Customer represents that all equipment located at Service Provider's facilities will at all times be free and clear of all liens and security interests. **To the extent Customer's equipment is located at Service Provider's facilities, Customer is required to remove such equipment from Service Provider's facilities within thirty (30) days of termination of the applicable Sales order associated with such equipment. If Customer fails to do so, Customer agrees that Service Provider may sell or dispose of such equipment, in its discretion, and apply the proceeds, if any, against Customer's outstanding balance.**

6. **FEES, TAXES, INVOICING AND PAYMENT**

- 6.1 **Fees & Taxes.** Service Provider will invoice Customer for the Services and Professional Services as set forth in the applicable Sales order. Except as specifically provided in this Agreement or an applicable Sales order, all fees due are non-cancelable and the sums paid nonrefundable, unless agreed upon in writing between Service Provider and Customer. Customer is exclusively responsible for the payment of all sales and use, VAT, duties, tariffs or other similar charges or taxes, other than taxes based upon Service Provider's income. All fees set forth in an applicable Sales order are exclusive of taxes. Applicable taxes payable by Customer will be separately itemized on invoices.

6.2 **Due Date.** All undisputed fees are due thirty (30) days from the date of invoice ("**Due Date**"). Any fees not paid by the Due Date will accrue interest on the overdue balance from the Due Date at the rate of one and one-half percent (1.5%) per month, or the maximum lawful rate allowable under applicable law, whichever is lower. If Service Provider commences legal proceedings to collect any payment due to it under this Agreement and Customer is found to be required to make such payments, Customer will be responsible for and pay all reasonable attorneys' fees, court costs and other reasonable collection expenses incurred by Service Provider.

- 6.3 **Responsibility for Payment.** If Customer is using the Service Provider Services or Professional Services in connection with Customer's own branded offering, Customer will be responsible for Fees under the applicable Sales order irrespective of whether Customer's end user pays Customer.

- 6.4 **Increases.** Notwithstanding any other provision to the contrary, and not more often than once per calendar year, Service Provider may increase the charges applicable to any existing Services provided under a Sales Order (a) for increases in third party charges and (b) for an amount not to exceed 3.5% higher than the prior calendar year. Service Provider may introduce new Services at costs that may exceed an increase of 3.5% per calendar year, should Customer choose to purchase new Services.

7. **INDEMNIFICATION**

- 7.1 **Service Provider's Obligations.** Subject to the limits of liability contained in this Agreement, Service Provider will indemnify, defend and hold Customer, and its officers, directors, employees, shareholders and members, harmless from and against any losses, claims, penalties, fines, judgments, damages, liabilities or expenses, including reasonable attorneys' fees ("**Losses**"), incurred by Customer arising out of third-party claims relating to or in connection with, or based upon:

- a. any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or tangible personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Service Provider;
- b. any breach by Service Provider of its warranties and representations set forth in this Agreement; or
- c. any claim, threatened claim, suit or proceeding made against Customer that the Services or Deliverables infringe any U.S. patent issued as of the Effective Date of this Agreement, or any trademark, copyright, or trade secret of a third party enforceable in the U.S. ("**Infringement Claim**").

- 7.2 **Customer's Obligations.** Subject to the limits of liability contained in this Agreement, Customer will indemnify, defend and hold harmless Service Provider, its officers, directors, employees, shareholders and members from and against all Losses arising out of third party claims relating to, incurred in connection with, or based upon:

- a. Customer's use of the Services, Professional Services or Deliverables in violation of law, including use of Services for the Customer and the Customer's Customers.
- b. any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from Customer's willful, negligent, reckless, fraudulent or intentional acts or omissions;
- c. any breach by Customer of its warranties and representations contained in this Agreement other than as described in **Subsection 7.2(a)**; or
- d. any Infringement Claim asserted by any third party relating to any of Customer's materials provided to Service Provider.

7.3 Procedure. Upon receiving notice of any third-party claim covered by the indemnity obligations set forth in this Section, the Party entitled to indemnification (the "**Indemnified Party**") will promptly notify the other Party (the "**Indemnifying Party**"). The Indemnifying Party, at its sole expense, will assume control of the defense of any such claim; the Indemnified Party may, at its sole cost and expense, participate in the defense. The Indemnifying Party will not settle any claim without the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

7.4 Option. In addition to the foregoing indemnification obligations, if all or any part of a Service or the Deliverables is subject to an Infringement Claim, Service Provider may, at its discretion and expense, (a) procure for Customer the right to continue using the Services, Professional Services or Deliverables; (b) modify or replace the allegedly infringing aspect of the Services, Professional Services or Deliverables to make them non-infringing, provided, however, that such modification or replacement will not degrade the operation or performance of the Services; or, (c) if neither of these remedies is commercially reasonable, terminate the Sales order and refund Customer any pre-paid fees for Services or Deliverables and Professional Services not yet provided.

8. CONFIDENTIALITY

In the course of performing under this Agreement, each Party may disclose to the other material, non-public information, including but not limited to, algorithms, codes, formulas, methodology, design, process, structure, format, documents, documentation, manuals, technical information, specifications, source code, costs and pricing ("**Confidential Information**"). Each Party agrees to hold the Confidential Information in accordance with the terms and conditions of the Mutual Non-Disclosure Agreement ("**MNDA**") entered into between the Parties on 09/13/2023. If the MNDA has a term that expires prior to the expiration of this Agreement, the Parties agree to extend the term of the MNDA for the term of this Agreement.

9. TERM/TERMINATION

9.1 Term of Agreement. The initial term of this Agreement will begin on the Effective Date and will remain in full force and effect until the expiration or termination as defined in the Sales Order entered into between Service Provider and Customer (the "**Initial Term**"), unless terminated earlier by the Parties by mutual written agreement or by a Party for cause, as described in **Sections 9.4**, in which case all Sales Orders will also be terminated.

9.2 Term of Sales Orders. Each Sales Order (the "**SO**"), will set forth a defined term (the "**SO Term**"), commencing on the "**Billing Start Date**." The Billing Start Date occurs when the Customer enters payment information into the Service Provider's platform, unless a delayed "Billing Start Date" is otherwise specified on the SO.

- All new SO's will be co-termed for the remainder of the existing SO Term, per product, unless otherwise specified in the new SO Term.

The SO Term will remain in effect until the earlier to occur of:

- Termination of such Sales Order by either Party for cause as described in **Section 9.4** below, or upon mutual written consent of the Parties.

9.3 Term of Self-Provisioning Licenses.

Self-Provisioning Licenses, in the Portal, are not defined by any SO Term and are billed monthly.

- Monthly billing is consumption-based on the License count purchased in the Portal.

9.4 Termination for Cause. A Party may terminate a Sales Order and the Agreement if:

- a. the other Party is in default of a material obligation under the applicable Sales Order or this Agreement, and such default has not been cured within ninety (90) days after receipt of written notice (specifying the default) from the non-defaulting Party. If the default specified in such notice is cured within the ninety (90) day period, the Sales Order and Agreement will remain in effect; or
- b. the non-terminating Party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.
- c. In the case where Service Provider terminates this Agreement for breach by Customer, as described in subsections 9.4 (a) or (b), Customer must pay all amounts due for Services for subsequent 90 days, Professional Services and Deliverables under all outstanding Sales Orders for the term of the Sales Order(s), plus related taxes and expenses **within thirty (30) days of the date of termination**. Upon notification of termination, Customer forfeits any rebates, tiered discounts, or other incentives defined in the Sales Order.
- d. In the case where Customer terminates this Agreement for breach by Service Provider, as described in subsections 9.4(a) or (b), Customer will pay Service Provider for all Services, Professional Services and Deliverables performed and/or delivered through the date of termination.
- e. In the case of non-renewal by Customer, Customer must provide written notice of non-renewal of this Agreement to the Service Provider at least thirty (30) days prior to the expiration of the then-current term of the Sales Order.

10. LIMITATION OF LIABILITY

10.1 CAP ON DAMAGES

Except for (i) instances of gross negligence or willful misconduct, (ii) damages arising out of or relating to a Party's indemnification obligations under Section 7.1 (a) (in the case of Service Provider) and 7.2 (a) and (b) (in the case of Customer), or (iii) any other liability which may not be excluded by law, each Party's aggregate liability to the other Party arising under or in relation to this Agreement or a Sales Order (other than Customer's obligation to pay fees) will be limited to the amount paid for the Services, Professional Services and Deliverables that are the subject of the claim during the twelve (12) months prior to the occurrence of the events giving rise to the claim. Further, no claim by Customer arising from a Services outage will exceed an amount equal to the Credit Cap set forth in the Service Provider Support and Service Level Agreement.

10.2 LIMITATION ON TYPES OF RECOVERABLE DAMAGES

In no event, excluding gross negligence or willful misconduct, will either Party be liable for the following types of loss: loss of profits or revenue, loss of business or goodwill, or business interruption, or any punitive or indirect, special, or consequential damages arising out of this Agreement, a Sales Order or the performance or breach thereof, whether based in contract, tort, or any other theory, even if a Party has been advised of the possibility of such claim.

10.3 Acknowledgement. Each Party acknowledges and agrees that the negation of damages and the limitations of liability contained in this **Section 10** are fundamental elements of this Agreement and that the Services would not be provided without such limitations. Without limiting the foregoing, in the event any remedy under this Agreement is determined to have failed of its essential purpose, the Parties intend that all limitations of liability and remedies, and all exclusions of damages, provided for in this Agreement will remain in full force and effect. Because some jurisdictions do not allow the exclusion or limitation of certain categories of damages, in such

jurisdictions, the Parties agree that the liability of each Party will be limited to the fullest extent permitted by such jurisdiction.

11. NOTICES

11.1 Notice Procedure. Except for "Routine Communications" as set forth below, all notices and demands between the Parties will be in writing and in the English language and will be deemed effective as follows: (a) if delivered in person, on the date it is delivered; (b) if sent by certified or registered mail, postage prepaid, return receipt requested, five (5) business days from the date such notice was posted through the U.S. Postal Service (or other applicable postal delivery service), or (c) if sent by nationally recognized overnight courier, one (1) business day after the sender provides it to the courier for dispatch. Such notices, demands, authorizations, approvals, or consents will be sent to each Party at the addresses of each Party set forth at the beginning of this Agreement, or such other address provided by a Party in accordance with this Agreement.

11.2 Routine Communications. Notices or other communications by either Party to the other in the normal course of provisioning the Services or routine operational communications, (collectively, "**Routine Communications**") may be delivered and will be deemed properly given and effective when provided under any of the methods described in **Section 11.1**, or provided by e-mail if properly addressed to the receiving Party at the addresses provided by each Party and sent via the Internet as evidenced by the computer records or any archival copy thereof kept in the ordinary course of business by the sender, whichever method is first used by the sender for a particular Routine Communications. Routine Communications regarding Support Services may also be provided as set forth in **Exhibit B**. Regarding any Routine Communications, if sender sends it before 6:00 p.m. Mountain Time on the receiving Party's business day, it will be deemed effective on the date sent by sender; otherwise it will be deemed effective on the receiving Party's next business day. Each Party may change its notice information for Routine Communications at any time by providing notice of such update to the other Party in accordance with this Section.

12. GENERAL

12.1 Assignment. Neither Party may assign this Agreement, nor any of its rights, obligations or privileges under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, provided that a Party may, without having to obtain the other Party's prior written consent, assign this Agreement, and its rights, obligations and privileges under this Agreement, to any successor by merger, or any purchaser of all or substantially all of the assets or a majority of the stock of such Party, provided such successor is not a competitor of the other Party. Any attempted assignment, delegation or assumption of this Agreement not in accordance with this Section will be null and void and of no force or effect whatsoever. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

12.2 Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction.

12.3 Modifications, Amendments, or Waivers. No modification or amendments to the Agreement, and any Sales Order under this Agreement will be valid unless made in writing signed by duly authorized representatives of the Parties. No waiver of any provision of this Agreement will be valid unless made in a writing signed by a duly authorized representative of the Party waiving such provision.

12.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement and such other provisions will remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

12.5 Survival. The terms, conditions and warranties contained in the Agreement that by their sense and context are intended to survive the performance thereof by either Party will so survive the completion of the performance or termination of the Agreement, including, without limitation, the Confidentiality, Infringement and Limited Warranties.

- 12.6 Compliance with Laws/Export.** The Parties will comply with all applicable laws, regulations and codes, including procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement, provided such is not in violation of the U.S. Government's Export and Anti-boycott Rules and Regulations. The Service and Deliverables and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and other applicable laws. Customer will (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with Service Provider in any audit or inspection that relates to these controls; and (c) not export, re-export, divert or transfer, directly or indirectly, any such item to any country or person who or which is embargoed by Executive Order or any applicable law, including any rules, regulations or policies promulgated thereunder, unless Customer has obtained the prior written authorization of Service Provider and the appropriate governmental authority.
- 12.7 Limitations on Actions.** Each Party agrees that no claim (other than third party Claims for indemnification) under this Agreement will be brought more than two years after the time that the claim accrued.
- 12.8 Waiver.** Any failure or delay by either Party to exercise or partially exercise any right, power or privilege will not be deemed a waiver of any of the rights, power or privileges under the Agreement. The waiver by either Party of a breach of any term, condition, or provision of this Agreement will not operate as, or be construed as, a waiver of any subsequent breach.
- 12.9 Governing Law/Jurisdiction & Venue.** Any and all claims arising under this Agreement will be governed by the laws of the State of Texas, USA. The Agreement will not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of the Agreement will be in the state or federal courts in Dallas County of Dallas, Texas, and each Party agrees not to bring an action in any other venue. Each Party agrees to waive all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts.
- 12.10 Force Majeure.** Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performing under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including without limitation acts of God, natural disasters, war or other hostilities, , civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment, provided that the non-performing Party is without fault in causing such condition. Subject to the Party so delaying promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, will be suspended during the period that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying Party may by notice in writing immediately terminate this Agreement.
- 12.11 Media Releases.** Each Party will treat this Agreement and its terms as confidential and will make no press release or public disclosure, either written or oral, regarding the existence of, or transactions contemplated by, this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, provided the foregoing will not prohibit any disclosure to the extent required by applicable securities laws or the rules of any stock exchange where a Party's securities are traded. Notwithstanding the foregoing, Service Provider may list Customer as a customer on Service Provider's website and on publicly available customer lists without obtaining Customer's prior written consent, provided that this does not imply an endorsement of Service Provider's products or services by Customer.
- 12.12 Non-Solicitation of Employees.** During the term of the Agreement and for a period of one (1) year thereafter, neither Party will, directly or indirectly knowingly solicit any employees of the other Party. Notwithstanding the foregoing, it shall not be deemed to constitute a violation of this Section 12.12 for a Party to offer employment to any employees of the other Party who respond to a generally advertised open position for employment in a newspaper, trade publication, web site, etc.
- 12.13 Entire Agreement.** The Agreement (including the Exhibits) and the executed Sales Orders constitute the entire agreement, understanding and representations, expressed or implied, between Service Provider and Customer with respect to the subject matters described, and supersede all prior written and oral

communications (other than the MNDAs), agreements, letters of intent, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Headings used in this Agreement are for ease of reference only and will not affect the construction or interpretation of this Agreement.

- 12.14 Execution and Counterparts.** Service Provider and Customer each represent that the individuals signing below are duly authorized to execute this Agreement on behalf of the Party for which they are signing. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format) and electronic signatures will be accepted as original signatures. The Agreement may be executed in multiple counterparts, which, when assembled, will constitute the entire Agreement.

Effective the date of the last signature below ("Effective Date").

EXHIBIT A
SERVICE PROVIDER ACCEPTABLE USE POLICY
January 2022

1. GENERAL

This Acceptable Use Policy ("**AUP**") is a guideline and is not an all-inclusive listing of prohibited conduct. Service Provider reserves the right, in its discretion, to change or modify all of any part of this AUP at any time, effective upon publication of this AUP. Customer acknowledges that Service Provider provide the telecommunications network facilities underlying the services provided by Service Provider ("**Services**").

The use of Service Provider's facilities is subject to the following terms, breach of which may result in suspension or termination of your right to use the Services:

- The Service Provider Services may only be used for lawful purposes. Attempts to use Service Provider Services, in whole or in part, that violates any US law or regulation is prohibited. Such prohibited activities might include, but is not limited to: copyrighted material (where Customer does not have the copyright or a license to use same), material legally judged to be threatening or obscene, material protected by trade secret, whether or not Customer was aware of the content of the material or of the relevant law, the sending of unsolicited electronic mail.
- Customer will not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).
- Customer acknowledges that Service Provider is unable to exercise control over the content of any information passing over the Service Provider network and that Service Provider does not monitor or exercise any editorial control over the information passing over the Service Provider network. Customer further acknowledges that Service Provider excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents of such transmission, or the scrambling of any information or data.

2. NETWORK AND SYSTEM SECURITY

Customer is prohibited from violating, or attempting to violate, system or network security. Any violations may result in criminal or civil liability to Customer. Service Provider will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network violations include, but are not limited to:

- Unauthorized monitoring or access to or use of data, networks or systems, including any attempt to probe, scan or test the vulnerability of a network and or system or to breach security, disrupt network communication or authentication measures without proper authorization;
- Interference with, or disrupting or disabling service to any user, host or network via means including, but not limited to, "overloading", "flooding", "mail-bombing", "denial of service attacks" or "crashing";
- Sending, storage, or distribution of viruses, worms, Trojans, or other malware component harmful to a network or system;
- Forging any TCP/IP packet header or any part of an email header or newsgroup posting; and
- Attempts to circumvent or alter any method of measuring or billing for the Services.

3. EMAIL

The sending of unsolicited electronic mail messages using the Services is explicitly prohibited. Emails may be considered unsolicited unless all recipients have explicitly opted in to receive such emails from the sender or are expecting to receive email from the sender.

All emails sent using the Services must include a valid "Reply to:" address under Customer's control. Email message headers must not be missing, malformed or forged. Recipients must be able to request not to receive further email correspondence from Customer and in such instances, Customer should honor the request in a

timely manner and should no longer send email communications to the recipient. In the event Customer is in breach of any provision of this AUP, Service Provider will be entitled to suspend Services in accordance with the Agreement.

EXHIBIT B

SERVICE PROVIDER SUPPORT & SERVICE LEVEL AGREEMENT

- 1.** **General.** This Support & Service Level Agreement (SLA) Exhibit describes the support services and service levels made available by Service Provider (“**Support Services**”) in connection with the Services and forms a part of the Master Services Agreement entered into by and between Service Provider and Customer (the “**Agreement**”). Capitalized terms not defined in this Exhibit will have the meaning given elsewhere in the Agreement. All remedies set out in this Exhibit will not be cumulative and will be Customer’s sole and exclusive remedy under the relevant SLA(s). The Support Services described in this **Exhibit B** are available solely to Customer and Service Provider assumes no obligation to provide Support Services to Customer’s end users.

2. **Service Provider Designated Points of Contact**

Support	512-956-8950 – Option 1	support@evosecurity.com
Sales	512-956-8950 – Option 2	sales@evosecurity.com
Accounts Receivable/Billing	512-956-8950 – Option 3	ap@evosecurity.com

- 3.** **Customer Designated Points of Contact:** Customer will provide Service Provider with contact information (name, business hour and out of business hour phone, email address) for Customer’s administrative point of contact and technical point of contact, if not made already as part of the POC process. Updates to this contact information may be made by an authorized Customer representative by submitting a written request to Service Provider Support at support@evosecurity.com.

4. **Definitions**

- a. “**Affected Services Fees**” means the recurring fees, excluding applicable taxes, charged for the Services that are substantially adversely affected by the failure of Service Availability as set forth in this Exhibit.
- b. “**Credit Cap**” means maximum Service Credit as defined in this Exhibit.
- c. “**Service Availability**” means the amount of time during a calendar month, subject to the terms and as set forth in this Exhibit, that the Services will be functional in accordance with their specifications.
- d. “**Service Provider Services**” are information technology services contracted and delivered by Service Provider.
- e. “**Service Demarc**” is the point where Service Provider Services are handed off to Customer.

- 5.** **Support Desk and Event Notifications.** The Service Provider support desk is available 24x7/365. Service Provider has established service levels regarding Service Availability. Service Provider will use commercially reasonable efforts to notify Customer’s Point of Contact after Service Provider determines there is a failure of Service Availability as described in **Section 6**. Reporting of Severity 3 events or non-urgent user inquiries about the Services should be reserved for Business Hours.

Service Provider’s Hours of Operation:

Business Hours

Monday – Friday (excluding US bank holidays)
8:00 a.m. – 5:00 p.m. CT

Standard

- **Normal:** 4 hours

- **Urgent:** 1 hour

After Business Hours

Monday – Friday

5:00 p.m. – 8:00 a.m. CT

and

Saturday – Sunday, and US bank holidays

All Hours

Standard

- **Normal:** Best Effort, within next business day during business

hours Upgraded

- **Urgent:** 2 hours

6. **Service Maintenance and Repair Windows.** The Service is available on a 24x7x365 basis, aside from “Excused Outages” described in **Section 9** below. Service Provider will strive to minimize outages that may be caused by Service Maintenance. Customer understands that Service Maintenance may temporarily degrade the quality of the Services provided. Service Provider intends to work with Customer on all Service Maintenance issues to ensure the Services are not affected beyond the levels set forth in this SLA. If an outage is required in the course of Service Maintenance, such outage will be considered an “Excused Outage”.

7. Issue Severities and Service Provider Response

The following describes Service Provider's categorization and prioritization of incidents and their associated response by Service Provider:

Urgent	Service outage or severe degradation that prevents normal business operation	Continuous remediation effort. Service Provider and Customer must commit to 24x7 communication until a mutually agreeable workaround or fix is provided.
Standard	Service degradation that allows business operations to continue at a less than optimal rate	Commercially reasonable effort to provide a workaround or fix as quickly as possible.

8. Service Credit Request and Payment Procedures. If there is a failure of Service Availability in accordance with the levels set forth below, other than for Excused Outages or as result of the exclusions described in **Section 9** below, Customer will be entitled to receive a credit against its Services invoice ("**Service Credit**") as described below. Customer's sole and exclusive remedy for such failure will be to receive the corresponding Service Credit set forth below.

Service Availability for any month will be calculated as a fraction, the numerator of which will be the total number of hours in that month with Service Availability and the denominator of which will be the total number of hours in that month. Credit Amount is calculated as Service Availability fraction, multiplied by the Services Cost as defined in the Sales Order paid during the month which the outage occurred.

In order to be eligible for a Service Credit, Customer must make a written request to Service Provider's Help Desk. Each request must be received by Service Provider within ten (10) days of the event occurrence and must be confirmed by Service Provider's measurements. Service Provider reserves the right to investigate and verify all Customer claims for Service Credits based on the terms and conditions specified in this SLA, and, if not granted, will provide a reason for denial (which may be provided by email or the Service Provider Portal).

Each valid Service Credit will be applied to the Customer's Services invoice within two (2) billing cycles after Service Provider's receipt of the Customer's valid Service Credit request. Credits are exclusive of any applicable taxes charged to Customer. Customer's account must be current to be eligible for Service Credits. **The maximum amount credited to the Customer for all failure of Service Availability in any calendar month will not exceed 50% of the Services cost as defined in the Sales Order.** Service Credits are not refundable and can be used only towards future billing charges, except where the Service Credit is for the final month of Service, in which case Service Provider will refund the amount of the Service Credit to Customer.

9. Exclusions. Customer will not receive any Service Credits in connection with any failure or deficiency of Service Availability caused by or associated with one or more of the following causes ("**Excused Outages**"):

- a. Force majeure events in accordance with the Agreement;
- b. Service outages or degradations due to Customer supplied network or telecom circuits;
- c. Service outages or degradations due to Customer supplied or configured software, hardware, operating systems, applications, virtual machines, firewalls, network load balancers, security devices, equipment, facilities, or the like;
- d. Unavailability of management tools, monitoring tools or portals unless such unavailability results in a failure of Service Availability;
- e. Service Maintenance;
- f. Internet outages or degradations beyond Service Provider's Internet Demarc or Service Demarc;
- g. False failure of Service Availability reported as a result of outages or errors of any Service Provider measurement system;
- h. The Customer or its employees, agents, contractors or representative's acts or omissions, including without limitation, any negligence, willful misconduct, or use of the Services in breach of Service Provider's Acceptable Use Policy;

- i. Interruptions associated with a failure of equipment or Service not provided by Service Provider, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- j. Time attributed to the Customer's delay in responding to Service Provider's requests for assistance to repair an outage;
- k. Service Provider's termination or suspension of the Service for Customer's Default; or
- l. Any measure undertaken by Service Provider to mitigate a denial of service attack which impacts Service Provider networks.

11. **Customer Support Responsibilities.** Service Provider will provide technically qualified support personnel to perform all technical support services relating to the Services based on the specifications of this Exhibit. Customer will contact the appropriate Service Provider designated point of contact described in this Exhibit. Customer may purchase Professional Services Support Packages for increased or custom assistance.

Exhibit C

Professional Services Addendum

In addition to the terms and conditions of the Agreement, this Professional Services Addendum (“Addendum”) will apply in the event Customer elects to engage Service Provider to provide Professional Services relating to the Services, such as installation, configuration, project management and training.

- (1) The Professional Services and associated Deliverables will be described in a Sales Order/Statement of Work as mutually agreed between the Parties.
- (2) The Professional Services will be provided on either a time and materials basis or a fixed fee basis as set forth in the Sales Order/Statement of Work.
- (3) Service Provider will provide the **Professional Services during Service Provider’s Business Hours**. Service Provider will use commercially reasonable efforts to accommodate nominal out-of-Business Hours work, for the purposes of coordination or key service steps which reasonably require performance out of hours (such as installation of a component which could be disruptive to services) upon prior arrangement. Requests for out-of-Business Hours Professional Services beyond nominal requests will be available at an additional charge.

Exhibit D

SECURITY AND COMPLIANCE EXHIBIT (Out Sourced Technologies)

This Security Exhibit A (“**Exhibit**”) amends and supplements the terms and conditions of the Agreement and, in the event of any conflict between this Exhibit and the Agreement, the terms of the Agreement shall prevail. Each Party shall, at its own expense, implement commercially reasonable security measures designed to protect its systems from unauthorized access. Such security measures, as defined herein, shall be designed to ensure the security and protection against unauthorized acquisition or dissemination of any Confidential Information. Capitalized terms which are not defined herein shall have the meanings ascribed to them in the Agreement. Service Provider and Customer agree as follows:

1. Business Continuity.

(a) Business Continuity Plan. During the Term of the Agreement, Service Provider shall maintain commercially reasonable contingency and recovery plans and risk controls (collectively, a “**Business Continuity Plan**” or “**BCP**”) intended to ensure Service Provider’s continued and uninterrupted performance of its obligations under the Agreement.

(b) Notice Upon Use of Business Continuity Plan. Upon the occurrence of any event requiring use of Service Provider’s Business Continuity Plan relating to any Customer Data, Service Provider shall promptly notify Customer in writing of the same, and Service Provider shall promptly provide Customer with information in reasonable detail regarding the use and success or failure of such Business Continuity Plan.

(c) BCP Test. In addition, Service Provider agrees to reasonably participate during normal business hours, at Customer’s sole expense, in Customer’s tests of its own business continuity plan upon reasonable advance written request from Customer and no more than once per calendar year.

(d) System Back-Up; Lost/Damaged Data. Service Provider agrees to perform back-ups of its systems and data in compliance with its BCP. Service Provider shall use commercially reasonable efforts to, at its own expense, promptly replace or regenerate from Service Provider’s machine-readable media any data, programs or information which Service Provider has lost or damaged. If Service Provider is unable to reasonably replace or regenerate the foregoing, Customer may, in its discretion, replace or regenerate such data, programs or information which Service Provider has lost or damaged, or obtain a new copy of lost or damaged data, programs or information, and Service Provider shall promptly reimburse Customer for all reasonable, out-of-pocket costs related to such replacement or regeneration.

2. Treatment of Consumer Data and Customer Confidential Information.

(a) Consumer Data. To the extent that any information obtained by Service Provider from or on behalf of Customer is:

(i) “nonpublic personal information” about “consumers” or “customers,” or is “customer information,” “member information,” or “consumer information,” as such terms are defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802 et seq., and in amendments thereto and regulations issued thereunder (“**GLBA**”);

(ii) “consumer report information” or “consumer information,” as defined in the Fair Credit Reporting Act and in amendments thereto and regulations issued thereunder (“**FCRA**”);

(iii) “protected health information” or “individually identifiable health information,” as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and in amendments thereto and regulations issued thereunder (“**HIPAA**”);

(iv) “personal information” collected from children under 13, as defined in the Children’s Online Privacy Protection Act, 5 U.S.C. §§ 6501-6506, and in amendments thereto and regulations issued thereunder (“**COPPA**”);

(v) “personal information,” as defined in applicable U.S. state security breach statutes;

(vi) “personal information” pertaining to Massachusetts residents, as defined in Massachusetts Regulation 201 CMR 17.00; or

(vii) personally identifiable information (“**PII**”), defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of individual consumers, individual customers of Customer or its Affiliates, or employees of Customer or its Affiliates (all of subsections (i) through (vii) are collectively referred to as “**Consumer Data**”), then such Consumer Data shall be deemed and handled as Customer’s Confidential Information, and, in addition to the confidentiality obligations of Service Provider under the Agreement, Service Provider agrees that it shall not disclose or use such Consumer Data: (A) other than as strictly necessary to carry out its obligations under the Agreement; or (B) in any manner prohibited by GLBA, FCRA, HIPAA, COPPA or any U.S. state security breach statutes, as applicable. Without limiting either the foregoing or any other obligations contained herein with respect to Customer’s Confidential Information, Service Provider represents and warrants that its Security Measures are designed to: (1) protect the security and confidentiality of Consumer Data; (2) protect against any anticipated threats or hazards to the security or integrity of such data; (3) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to any consumer or customer; (4) ensure the proper (i.e., in accordance with applicable law and Section 5(a) hereof) disposal of Consumer Data; and (5) promptly notify Customer if there is any evidence that an unauthorized use or disclosure of Consumer Data likely occurred. For the avoidance of doubt, Consumer Data constitutes Customer’s Confidential Information.

(b) Encryption. All of Customer’s Confidential Information, including Consumer Data (if any), must be encrypted while in storage, during transmission, and during processing, including while being stored in any back-up media.

(c) Off-Shore Access to Confidential Information. Service Provider shall not do the following without the prior written consent of Customer: (i) transmit Consumer Data to any location outside of the United States of America (“**U.S.**”); or (ii) allow access to Consumer Data by anyone located outside of the U.S.

(d) Media Management: When disposing of or otherwise taking media out of service that contains Confidential Consumer Data, Service Provider will destroy or securely erase the media prior to removing it from service.

3. Regulatory Agencies and Industry Certifications. Service Provider will provide a list of any regulatory agency that, to its knowledge, it must comply with.

4. PCI Compliance. If applicable, Service Provider and the Services and/or Software provided under the Agreement shall each be and shall remain compliant (at Service Provider’s sole cost and expense) with the then-current Payment Card Industry Data Security Standard (“**PCI-DSS**”) and other standards administered by the Payment Card Industry Security Standards Council (hereinafter “**PCI Standards**”) to the extent that those standards are applicable (according to the scope stated in the standards themselves).

5. Financial Information. Customer is subject to certain federal regulatory audits and as such may reasonably review and evaluate the financial stability of Service Provider, solely to the extent required by applicable law and no more than once per calendar year.

6. Insurance. Service Provider shall maintain minimally the following;

Workers Compensation Insurance. Service Provider shall carry and maintain Workers Compensation Insurance covering its employees in accordance with statutory requirements applicable to the place where services are to be performed. Service Provider shall also carry and maintain Employer’s Liability Insurance to the extent included under the Worker’s Compensation Insurance policy, but under no circumstances less than \$1,000,000 coverage per occurrence. A portion of the limit may be included in an umbrella or excess policy.

Comprehensive General Liability Insurance. Service Provider shall carry and maintain Comprehensive General Liability Insurance, including Premises, Operations, Independent Contractor, and Contractual Liability Insurance, in an amount not less than \$1,000,000 per Certificate.

At Customer’s reasonable, written request, Service Provider shall provide Customer with a certificate for each insurance policy required under this Agreement.

7. Security.

(a) Security Measures.

(i) All Customer Confidential Information shall be stored by Service Provider on equipment located on Service Provider's premises or under such location where said environment is under Service Provider's control and either physically or logically separated from the data of Service Provider's other clients. Service Provider will document its compliance with this requirement. Service Provider will document and record any drive failures or maintenance that will trigger data destruction tracking. Service Provider will follow applicable DOD-required data destruction standards and processes, including commercially reasonable sign-offs and controls. Upon Customer's reasonable, written request, Service Provider will certify in writing that it has destroyed Customer Confidential Information.

(ii) Service Provider, its Affiliates and permitted Subcontractors shall implement and maintain a commercially reasonable information and physical security program ("**Security Measures**") covering all Confidential Information obtained from or on behalf of Customer or its representatives.

(b) Technical and Organization Measures. Without limiting subsection (a)(ii) above, as part of the Security Measures, Service Provider will adopt, maintain, and enforce all necessary technical and organizational measures, including as required under ISO/IEC 27000 series of standards and GLBA, to protect all of Customer's Confidential Information, including without limitation Customer Confidential Information and Consumer Data, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction.

(c) Documentation and Training: Service Provider will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.

(d) Data Retention: Service Provider will only retain Customer Content for as long as is necessary for the purposes for which it was collected and processed, which, for clarity shall permit Service Provider to retain Customer Content as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer's Account(s).

(e) Security Incidents. Service Provider shall promptly provide notice to Customer after Service Provider becomes aware of any evidence that any of the following has or may have occurred (hereinafter referred to as a "**Security Incident**"): (i) unauthorized use or disclosure of, or access to, Customer's Confidential Information; (ii) denial of service attack; or (iii) any issue which violates Service Provider's Security Measures. Service Provider shall: (A) promptly investigate the Security Incident; (B) take corrective action to stop further unauthorized use or disclosure of, or access to, Customer's Confidential Information.

(f) Malicious Code Protection: To the extent practicable, Service Provider will have antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

(g) Intrusion Detection and Prevention: Service Provider will deploy reasonably appropriate intrusion detection and/or intrusion prevention systems.

(h) Firewalls: Service Provider will deploy reasonably appropriate firewall technology in operation of the Services.

(i) Security Awareness Training. All Service Provider Personnel who have access to Customer Confidential Information shall undergo Service Provider's security training.

(j) Suspension of Connection

a. Suspension of Connection. Each Party may temporarily suspend the connection if (i) the Party believes the data traffic being received is posing a significant risk to its systems; (ii) the Party is notified or detects that the other Party's systems have been breached, or reasonably suspects that they may have been breached; (iii) either Party fails to resolve a known security issue that they have been notified of in a mutually-agreed upon time frame; (iv) for the other Party's material breach of this Agreement; (v) as may be necessary to address emergency network repairs; or (vi) for payments due to the other Party still outstanding after the due date of the payment. Each Party shall provide the other with as much notice as reasonably possible of the suspension and the reason therefor. Neither Party shall be liable to the other, Customer or any other third party for any damages, expenses or losses incurred as a consequence of such suspension. Each Party shall

promptly restore a suspension after the condition producing the suspension has been rectified to the other Party's reasonable satisfaction.

b. Suspension of Service. Both Parties agree to promptly fully disclose to Customer any actual breaches of security that result in the unauthorized access of Consumer Data that affect Customer or its customers. Notification may only be withheld as directed by law enforcement. Either Party may temporarily suspend the connection if (i) the Party believes the data traffic being received is posing a significant risk to its systems; (ii) the Party is notified or detects that the other Party's systems have been breached, or reasonably suspects that they may have been breached; (iii) either Party fails to resolve a critical and high severity risk in accordance with the level of exposure created by the vulnerability; (iv) for the other Party's material breach of this Agreement; (v) as may be necessary to address emergency network repairs; or (vi) for payments due to the other Party still outstanding after the due date of the payment. Each Party shall provide the other with reasonable notice of the suspension and the reason therefor. Neither Party shall be liable to the other, Customer nor any other third party for any damages, expenses or losses incurred as a consequence of such suspension. Each Party shall promptly restore a suspension after the condition producing the suspension has been rectified to the other Party's reasonable satisfaction

8. Information Security Management.

(a) Policies and Standards: Service Provider has established and will maintain documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.

(b) Administrative, Technical and Physical Safeguards: Service Provider has implemented and will maintain administrative, technical, and physical safeguards to protect Customer Data. These safeguards include measures to: (i) to protect the security of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.

(c) Password Administration: Passwords that are associated with Service Provider's processing of the Confidential Customer Data will comply with reasonable password requirements.

(d) Revisions to Security Measures: Service Provider reserves the right to modify its technical and non-technical security measures over time.

9. Human Resource Security.

(a) Background Checks: Prior to assigning any employees to positions in which they will, or Service Provider reasonably expects them to, process Confidential Consumer Data, Service Provider will conduct background checks on such employees as allowed by applicable law.

(b) Training: Service Provider will provide training to employees on security and privacy requirements applicable to Service Provider and to the handling and processing of Confidential Consumer Data.

(c) Non-disclosure: Service Provider will ensure that employees who process Confidential Consumer Data are bound in writing by obligations of confidentiality.

(d) Equal Opportunity Employer. Service Provider is an equal opportunity employer and employs staff regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law.

10. Audit.

(a) Intentionally Omitted

(b) Service Provider Audits. Service Provider employs an internal auditor responsible for assessing the integrity of its processing environments and internal controls. Service Provider will audit the security of its computing environment and systems used to provide the Services to Customer (collectively, a "**Service Provider Audit**"). Such Service Provider Audit will produce one or more reports, including without limitation a SOC1, Type 2 report and SOC2 report (each, an "**Audit Report**").

(c) Penetration Tests and Vulnerability Scans. On no less than an annual basis, Service Provider shall perform scans and reviews.

(d) Intentionally Omitted

11. Compliance with Law. Without limiting anything in this Exhibit or in the Agreement, Service Provider agrees to: (a) perform its obligations to Customer in accordance with applicable law; and (b) ensure that the Services and any system Service Provider uses to process, transmit, store, or otherwise support any Confidential Consumer Data are maintained in compliance with all laws applicable to the Services and/or to Confidential Consumer Data Information.

12. Subcontracting. Service Provider may subcontract or outsource all or any portion of the Consumer Data or the Services. Service Provider shall remain responsible for all acts, omissions, and breaches of the Agreement, including this Exhibit by any such Subcontractor; and Service Provider shall be responsible for any breach of this Exhibit by any such Subcontractor to the same extent as if Service Provider had committed such breach.

Exhibit E
End User License Agreement (EULA)

Last Updated: November 16, 2023

By agreeing to receive or access any service provided by Evo Security Technologies, Inc. (“**Evo**”) that references or incorporates this Evo End User License Agreement (this “**EULA**”), or by registering for, accessing or using the Services (as defined below), you (“**End User**” or “**you**” or “**your**”) accept and agree to be bound by the terms and conditions set forth in this EULA, and accept and agree that this EULA forms a binding contract entered into between End User and Evo as of the date End User first accesses the Services. By accessing the Services on behalf of a company, organization or other legal entity, such as your employer, you represent that you have the authority to access the Services pursuant to an applicable Master Services Agreement (the “**MSA**”) entered into by your employer. End User and Evo may be referred to herein individually as a “Party” or collectively as the “Parties”.

If you do not agree to all of the terms and conditions set forth in this EULA, or do not have authority to enter into this EULA, then you may not use the Services.

Evo may modify the terms and conditions of this EULA from time to time in accordance with Section 1.2.

1. Services and Support

1.1. Services. Evo provides software and support services (collectively, the “**Services**”) to End User. Subject to the terms and conditions of this EULA, Evo will use commercially reasonable efforts to provide End User the Services solely for End User’s internal business operations in accordance with the terms and conditions set forth herein. Subject to the terms and conditions of this EULA, End User may access the Services solely for End User’s internal business operations during the period of time documented in the applicable MSA and subject to all obligations set forth therein.

1.2. Modifications to this EULA. Evo reserves the right to change or modify portions of this EULA at any time. If Evo modifies this EULA, it will update the EULA on this page and indicate at the top of this page the date that this EULA was last updated. Evo may also notify End User of changes to this EULA via the Services or by other reasonable means (including, without limitation, by email or pop-up notification upon accessing the Services). Any such changes will become effective upon the date this EULA is updated. End User’s continued use of the Services after the date any such changes become effective constitutes acceptance this EULA with any such changes or modifications.

2. License and Restrictions

2.1. License. Subject to the terms and conditions set forth in this EULA, Evo hereby grants End User a non-exclusive, non-transferable, non-sublicensable license to use the Services solely for End User’s internal business operations.

2.2. Restrictions. End User shall use the Services and related software solely as expressly permitted herein. End User shall not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or related software; (ii) modify, adapt, translate, or create derivative works based on the Services or related software (except to the extent expressly permitted by Evo in writing or authorized within the Services) or otherwise attempt to gain or grant unauthorized access to the Services or its related systems or networks; (iii) use (or disclose) the Services or any related software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (iv) use or access the Services or any related software to develop a product or service that is competitive with the Services or engage in competitive analysis or benchmarking; (v) remove any proprietary notices or labels incorporated within or otherwise included on the Services or related software; or (vi) modify, adapt or hack the Services or related software, or otherwise attempt to gain unauthorized access to the Service or related software or its related systems or networks.

2.3. Usage Monitoring. End User represents, covenants, and warrants that End User and its end users will use the Services only in compliance with Evo’s published policies and codes of conduct then in effect and all applicable laws and regulations (including, without limitation, applicable laws related to data privacy and intellectual property). Although Evo has no obligation to monitor End User’s use of the Services or related software, Evo may do so and may prohibit any use of the Services or related software (or disable content or data) it believes may be (or alleged to be) in violation of the foregoing or any other term of this EULA.

2.4. Third-Party Products. The Services may provide or incorporate links, integrations or other access to third party sites, services, content and resources (collectively, "**Third-Party Products**"). Evo has no control over any such Third-Party Products and Evo is not responsible for and does not endorse any such Third-Party Products. End User further acknowledges and agrees that (a) any dealings End User has with any Third-Party Products are solely between End User and the relevant third party, and such dealings are subject to the relevant terms and privacy policies of such Third-Party Products, and (b) Evo will not be, directly or indirectly, responsible or liable for, and End User hereby agrees to hold Evo harmless from and against, any damages, harm, liabilities, losses or expenses in any way arising from or relating to any such Third-Party Products or End User's use thereof.

2.5. End User Equipment. End User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, hardware, software, operating systems, networking and web servers (collectively, "**Equipment**"). End User shall also be responsible for maintaining the security of the Equipment, End User's account(s), passwords (including administrative and user passwords) and files, and for all uses of End User's account(s) or the Equipment with or without End User's knowledge or consent.

3. Confidentiality

3.1. Confidential Information. From time to time during the term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this EULA, including to make required court filings. On the expiration or termination of the EULA, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the date End User first accesses the Services and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this EULA for as long as such Confidential Information remains subject to trade secret protection under applicable law.

3.2. Relief. In the event of any breach or threatened breach of the confidentiality obligations set forth in this EULA by the receiving Party, the receiving Party acknowledges and agrees that the disclosing Party may suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, in addition to any other remedy, the disclosing Party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of proving actual damages or posting any bond.

4. Intellectual Property; Feedback

4.1. Evo Intellectual Property. End User acknowledges that, as between End User and Evo, Evo owns all right, title, and interest in and to the Services, any and all improvements to, modifications of and derivative works of the Services and any and all intellectual property contained therein or provided to End User in connection with the foregoing (collectively "**Evo IP**"). For the avoidance of doubt, Evo IP includes Anonymous Data, any information, data or other content derived from Evo's monitoring of End User's access to or use of the Services and Feedback, but does not include End User Data. To the extent End User obtains any right, title or interest in or to any Evo IP (other than the limited licenses granted pursuant to [Section 2.1](#)), End User hereby assigns to Evo all such right, title and interest, and all goodwill associated therewith, and End User agrees to perform, and shall cause any third party as applicable to perform, all actions and deliver all documents reasonably requested by Evo to effectuate and record such assignment and Evo's ownership of the Evo IP.

4.2. End User Data. Evo acknowledges that, as between Evo and End User, End User owns all right, title, and interest, including all intellectual property rights, in and to the information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of End User through the Services ("**End User Data**"). End User hereby grants to Evo (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and

otherwise use and display the End User Data and perform all acts with respect to the End User Data as may be necessary for Evo to provide the Services to End User; and (ii) a non-exclusive, royalty-free, irrevocable, worldwide license to use End User Data to produce data and information related to End User's use of the Services that is maintained in de-identified, aggregated or otherwise anonymized manner, that does not identify End User or any natural persons ("Anonymous Data"), that is used by Evo to provide, operate and improve the Services, and which Anonymous Data may be modified, distributed or otherwise used by Evo for any lawful purpose.

4.3. Feedback. To the extent End User or any of its employees or contractors sends or transmits any communications or materials to Evo by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, related software or other Evo IP, including without limitation, new features or functionality relating thereto, or any comments, questions or suggestions (collectively, "Feedback"), Evo shall, as between the Parties, be the sole and exclusive owner of such Feedback. End User hereby assigns to Evo on End User's behalf, and on behalf of its employees, contractors and agents, any and all right, title, and interest of End User in and to, and Evo is free to use, without any attribution or compensation to any person, any and all Feedback, although Evo is not required to use any Feedback.

4.4. Performance Data. Notwithstanding anything to the contrary, Evo shall have the right to collect and analyze data and information relating to the use and performance of various aspects of the Services and related technologies (including End User Data and data derived therefrom), and Evo will be free to (a) use such information and data to provide, improve and enhance the Services and other Evo products, services and other offerings, and (b) otherwise use and disclose such data solely in aggregate or other deidentified form in connection with its business.

4.5. Reservation of Rights. Evo reserves all rights not expressly granted to End User in this EULA. Except for the limited rights and licenses expressly granted under this EULA, nothing in this EULA grants, by implication, waiver, estoppel, or otherwise, to End User or any third party any intellectual property rights or other right, title, or interest in or to the Evo IP.

5. Term and Termination; Suspension

5.1. Term. Subject to earlier termination as provided herein, this EULA shall continue in effect for the term set forth in the applicable MSA or applicable sales order.

5.2. Termination. End User may terminate this EULA, subject to the terms herein, at End User's discretion, by deleting End User's user account and ceasing all use of the Services. Evo may terminate this EULA, subject to the terms herein, at its discretion, upon fourteen (14) days' notice to End User.

5.3. Immediate Termination or Suspension by Evo. Notwithstanding anything to the contrary in this EULA, Evo may terminate or suspend End User's access to or use of any portion or all of the Services if: (a) Evo reasonably determines that (i) End User poses a threat to or causes an attack on the Services or means used to provide the Services, or any of the Evo IP; (ii) End User's use of the Services disrupts or poses a security risk to the Services or means used to provide the Services, to Evo IP or to any other End User or vendor of Evo; (iii) End User is using the Evo IP for fraudulent or illegal activities; (iv) subject to applicable law, End User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) Evo's provision of the Services to End User is prohibited by applicable law; (b) any vendor of Evo has suspended or terminated Evo's access to or use of any Third-Party Products required to enable End User to access the Services; or (c) End User breaches any obligations set forth in Section 2.2 or Section 3. Evo shall use commercially reasonable efforts to provide written notice of any immediate termination or suspension of the Services pursuant to this Section 5.3. In the case of a suspension, Evo shall use commercially reasonable efforts to provide updates regarding resumption of access to the Services and to resume providing access to the Services as soon as reasonably possible after the event giving rise to suspension is cured. Evo will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that End User may incur as a result of a termination or suspension pursuant to this Section 5.3.

5.4. Effect of Expiration or Termination. Upon termination of this EULA, End User shall immediately discontinue use of the Services and related software and, without limiting End User's obligations under **Error! Bookmark not defined.3**, End User shall delete, destroy, or return all copies of the Evo IP and certify in writing to the Evo that the Evo IP has been returned, deleted or destroyed.

5.5. Survival. **Error! Bookmark not defined.3** (*Confidentiality*), Section 4 (*Intellectual Property; Feedback*), this Section 5.5 (*Survival*), Section 6 (*Indemnification*), Section 7 (*Limited Warranties and Disclaimers*), Section 8 (*Limitation of Liability*) and Section 9 (*Miscellaneous*), together with any other provision of this EULA which, by its nature, is intended to survive termination or expiration, shall survive termination or expiration of this EULA.

6. Indemnification

6.1. Evo Indemnification. Evo shall indemnify, defend, and hold harmless End User from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by End User resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that the Services, or any use of the Services in accordance with this EULA, infringes, misappropriates or otherwise violates such third party's intellectual property rights; provided that, End User shall (i) promptly notify Evo in writing of such Third-Party Claim, (ii) cooperate with Evo in the defense of such Third-Party Claim, and (iii) grant Evo sole authority to control the defense and settlement of such Third-Party Claim. If such a Third-Party Claim is made or threatened, Evo may, in its sole discretion, (i) modify or replace the allegedly infringing, misappropriating or violating component or part of the Services to remedy such alleged infringement, misappropriation or violation, (ii) obtain the right for End User to continue use the allegedly infringing, misappropriating or violating component or part of the Services or (iii) if Evo determines that neither (i) nor (ii) is reasonably available, Evo may terminate this EULA, in its entirety or with respect to the affected component or part of the Services, effective immediately on written notice to End User. This Section 6.1 shall not apply to the extent that the alleged infringement, misappropriation or violation arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Evo or authorized by Evo in writing; (b) modifications to the Services not made by Evo; (c) portions or components of the Services made in whole or in part with End User specifications or with Feedback; (d) End User's use of the Services in a manner not permitted by or not in accordance with this EULA; or (e) End User Data.

6.2. End User Indemnification. End User shall indemnify, hold harmless, and, at Evo's option, defend Evo from and against any Losses resulting from any Third-Party Claim (a) that the End User Data, or any use of the End User Data in accordance with this EULA, infringes, misappropriates or otherwise violates such third party's intellectual property rights and (b) based on End User's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this EULA; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Evo or authorized by Evo in writing; or (iv) modifications to the Services not made by Evo; provided that, in each case of the foregoing, End User may not settle any Third-Party Claim against Evo unless Evo consents to such settlement; further provided that, Evo will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

6.3. Sole Remedy. THIS SECTION 6 SETS FORTH END USER'S SOLE REMEDIES AND EVO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. Warranty Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND EVO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EVO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EVO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET END USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Limitation of Liability

IN NO EVENT WILL EVO BE LIABLE UNDER OR IN CONNECTION WITH THIS EULA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EVO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EVO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO EVO IN CONNECTION WITH THIS EULA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Miscellaneous

9.1. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this EULA shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.2. Marketing. Evo shall have the right to use End User's name in a factual manner for marketing or promotional purposes on Evo's website(s), communications with existing or prospective other End Users or other marketing materials; provided that, Evo shall notify any such usage of End User's name to End User for prior approval, which prior approval shall not be unreasonably withheld, conditioned or delayed by End User.

9.3. Entire Agreement. This EULA, together with any other documents incorporated herein by reference and the applicable MSA and applicable sales order, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this EULA and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

9.4. Amendment and Modification; Waiver. No amendment to or modification of this EULA by End User is effective unless it is in writing and signed by an authorized representative of Evo. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this EULA, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this EULA will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.5. Force Majeure. Notwithstanding anything to the contrary herein, in no event shall Evo be liable to End User, or be deemed to have breached this EULA, for any failure or delay in performing its obligations under this EULA, if and to the extent such failure or delay is caused by any circumstances beyond Evo's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemic, explosion, war, terrorism, interruption of national infrastructure operations, unavailability of the World Wide Web, cybersecurity attack, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

9.6. Severability. If any provision of this EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this EULA so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.7. Governing Law; Submission to Jurisdiction. This EULA is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this EULA or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Dallas, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

9.8. Assignment. End User may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Evo, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 9.8 will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This EULA is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

9.9. Notices. Notice(s) shall be in writing, sent to the address documented on the applicable MSA and may be (i) delivered by hand; (ii) sent by overnight courier; (iii) sent by first-class registered or certified mail, return receipt requested, postage prepaid; or (iv) by facsimile or email (followed by first-class mail, postage prepaid), and are deemed received upon delivery.

9.10. Section Headings. The Section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.