Reseller & White Label Agreement

This Reseller and White Label Agreement, Version 3.0 (this "Agreement"), is entered into between Creo Solutions, Inc., a Delaware corporation, d/b/a Tresic ("Tresic"), and the entity identified as Reseller on an executed Order Form that references this Agreement ("Reseller"). This Agreement is effective as of the Effective Date stated on the first Order Form the Parties execute (or, if that date is blank, the date of the last signature on that Order Form) (the "Effective Date"). Tresic and Reseller may be referred to collectively as the "Parties" or individually as a "Party."

Creo Solutions, Inc. d/b/a Tresic provides Intelligence Cloud, a conversation intelligence platform that captures conversations across voice, video, and messaging channels and surfaces actionable intelligence for better business decision-making.

Reseller is in the business of providing communications, technology, or related services to its customers and desires to package and distribute Tresic Services as a White Label Product.

Subject to the terms and conditions of this Agreement, Tresic appoints Reseller, and Reseller accepts such appointment.

1. Definitions

(a) "Agreement" means this Reseller & White Label Agreement, in the Version that applies under Section 12.17, together with its Schedules and Exhibits, the DPA, and each Order Form (including any Special Terms) executed under it.

(b) "Agreement Term" has the meaning given in Section 11.1.

(c) "Beta Product" means an early or pre-release feature or version of the Tresic Services that is identified as beta or similar, or a version of the Tresic Services that is not generally available.

(d) "DPA" means the Data Processing Addendum attached as Addendum A, as updated under Section 13.3.

(e) "End User" means a customer of Reseller that purchases White Label Product from Reseller.

(f) "End User Agreement" means the written agreement between Reseller and an End User under which the End User receives the White Label Product.

(g) "End User Information" means any information (including Personal Information) collected, received, processed, or maintained by or on behalf of Reseller from or relating to any End User in connection with the Tresic Services or White Label Product. End User Information includes but is not limited to (i) data captured by the Tresic Properties from or about conversations between individuals, regardless of the medium of such conversation (voice call, social media engagement, SMS or instant message, email, other written text, etc.); and (ii) outputs, results, and other information generated or produced by the Tresic Properties (including its artificial intelligence or machine learning features) in response to or based on End User queries and inputs or data, information, or materials submitted by or on behalf of Reseller or End Users to the Tresic Properties.

(h) "High Risk Activities" means any use in which the failure, inaccuracy, or unavailability of the Tresic Services could reasonably be expected to lead to death, personal injury, or severe physical or environmental damage, including emergency response, life support, and the operation of critical infrastructure.

(i) "Marketing Materials" means any advertising, promotional, or marketing materials for or relating to the Tresic Services that Tresic makes available to Reseller.

(j) "Material Contact" means substantive business interactions between Reseller and an End User that occurred repeatedly over time in connection with the marketing, sale, or support of White Label Product, and through which Reseller developed knowledge of the End User's specific needs, preferences, or business operations that would give Reseller a competitive advantage in soliciting such End User's business after termination of this Agreement.

(k) "Minimum Monthly Commitment" means the minimum monthly amount payable by Reseller under an Order Form, as stated on that Order Form.

(l) "Order Form" means an ordering document executed by both Parties that references this Agreement (including the Tresic Partner Order Form and any updated or supplemental ordering document) and sets forth the Tresic Services, fees, Minimum Monthly Commitment, Service Term, authorizations and elections, Special Terms, and other commercial terms of Reseller's subscription. Each Order Form is incorporated into and forms a part of this Agreement.

(m) "Permanent URL" has the meaning given in Section 12.17.1.

(n) "Personal Information" means information that is linked or reasonably linkable to an identified individual or an identifiable individual, and includes, without limitation, any information defined as "personal information," "personal data," "personally identifiable

information," or similar terms under applicable data protection laws, including without limitation the California Consumer Privacy Act, as amended by the California Privacy Rights Act (CCPA), the General Data Protection Regulation (GDPR), and any other applicable federal, state, or international data protection or privacy laws.

(o) "Reseller Marks" means the trademarks, service marks, trade names, product names, and logos that Reseller uses to brand and offer the White Label Product, as provided by Reseller to Tresic during onboarding or later in writing (email is sufficient).

(p) "Service Term" means the term of an Order Form, including its initial term and all renewal terms, as provided in Section 4.3.

(q) "Special Terms" means the terms set forth in the Special Terms section of an Order Form.

(r) "Supported Country" means the United States and any other country that Tresic approves in writing (email is sufficient) as a location for End Users of the White Label Product.

(s) "Tresic Marks" means the trademarks, service marks, trade names, and logos set forth or described in Schedule 1.

(t) "Tresic Properties" means the Tresic Services, Tresic Marks, Marketing Materials, and other technologies (including software), information, and materials provided by Tresic to Reseller or End Users to enable Reseller to market, sell, or provide maintenance, support, or other services for the White Label Product.

(u) "Tresic Services" means the services (including all software, models, algorithms, user interfaces, documentation, and other materials) provided by Tresic and identified in an Order Form, as may be amended by Tresic from time to time, subject to Section 9.1.1(c).

(v) "Version" has the meaning given in Section 12.17.1.

(w) "White Label Product" means Tresic Services branded and packaged with Reseller Marks, and distributed, marketed and sold by Reseller under its own name with its own marketing materials to End Users.

2. Grant Of Rights

2.1 License Grants

Subject to Reseller's compliance with this Agreement, Tresic appoints Reseller as an authorized, non-exclusive reseller of Tresic Services and grants Reseller a limited, revocable, non-exclusive, non-sublicensable, non-transferable right and license during the Agreement Term to use the

Tresic Properties solely to demonstrate, promote, market, distribute, and sell the White Label Product to End Users, under Reseller's own branding, for use in accordance with this Agreement.

2.2 Use Restrictions

2.2.1. Except as expressly permitted in this Agreement or required by applicable law, Reseller shall not use and shall not permit the use of the Tresic Properties for any purpose beyond the scope of the license and other rights expressly granted in this Agreement. Without limiting the foregoing, Reseller shall not at any time, directly or indirectly: (a) copy, modify, translate, adapt, or create derivative works of the Tresic Properties, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Tresic Properties, except as part of the White Label Product as expressly permitted in this Agreement; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Tresic Properties, in whole or in part; (d) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Tresic Properties; (e) use the Tresic Properties in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or regulation; (f) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Tresic Properties; (g) access accounts, information, data, or portions of the Tresic Properties to which Reseller does not have explicit authorization; (h) use the Tresic Properties to develop or improve, directly or indirectly, any product or service that competes with the Tresic Services, the White Label Product, or any other Tresic offering; (i) use the Tresic Properties for any High Risk Activities or any activity prohibited by applicable law; (j) use the Tresic Properties to obtain unauthorized access to anyone else's networks or equipment; (k) upload, submit, or otherwise make available to the Tresic Properties any End User Information to which Reseller and End Users do not have the proper rights; (l) distribute or sublicense the Tresic Properties on a standalone basis, or separate from the White Label Product, without Tresic's prior written consent; or (m) circumvent or attempt to circumvent any license keys, usage restrictions, or technical limitations implemented by Tresic.

2.2.2. All uses of the Tresic Marks, and all goodwill associated therewith, will inure solely to the benefit of Tresic. Reseller shall not use any Tresic Marks (whether individually or in combination, or in whole or in part) (a) in or in connection with the White Label Product; (b) as part of Reseller's corporate or trade name or any domain name; (c) in any way that may cause confusion, mistake, or deception; or (d) in any way that may dilute, tarnish, or otherwise diminish the Tresic Marks' distinctiveness, or jeopardize the reputation of or goodwill associated with the

Tresic Marks, the Tresic Services, or Tresic, or the validity of Tresic's ownership of the Tresic Marks or any registrations thereof. For the sake of clarity, Reseller shall not use any Tresic Marks to market or distribute the White Label Product, unless otherwise authorized in writing by Tresic.

2.2.3 Automated Agents and Data Scraping. "Automated Agent" means any artificial intelligence agent, large language model tool, bot, crawler, scraper, or other automated software that accesses a system without a human user directing each action. Reseller shall not, and shall ensure that End Users do not: (a) give any Automated Agent operated by or on behalf of a third party access to the Tresic Services, whether through API keys, access tokens, portal credentials, shared sessions, or any other means, for the purpose of scraping, harvesting, bulk extracting, or copying data, outputs, or content from the Tresic Services, or of training, fine-tuning, or evaluating any third-party artificial intelligence or machine learning model; (b) allow any Automated Agent to access the Tresic portal or any other Tresic user interface, which are licensed for use by named human users only; or (c) access the Tresic Services programmatically other than through Tresic's documented APIs and within any rate limits or usage terms Tresic communicates. Integrations built on Tresic's documented APIs for an End User's own internal business use, and an End User's export of its own data through features Tresic provides, are permitted. Tresic may suspend or revoke any credential, key, token, or session that it reasonably believes is being used in violation of this Section 2.2.3, and will notify Reseller as soon as practicable.

2.3 No Implied Rights

Tresic reserves all rights not expressly granted to Reseller in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Reseller or End Users or any third party any intellectual property rights or other right, title, or interest in or to any of the Tresic Services or other Tresic Properties. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the grant of a license or similar right and shall not be deemed a sale of any copy of or rights in the Tresic Services or other Tresic Properties. Nothing in this Agreement grants or conveys, or permits Reseller to grant or convey, any ownership right in any of the Tresic Properties or any intellectual property rights therein.

2.4 Machine Learning and AI Rights

Tresic may collect and analyze data and information about the provision, use, and performance of the Tresic Services based on Reseller's or End Users' use of the Tresic Services ("Usage Data"). Tresic may freely use Usage Data to maintain, improve, enhance, and promote Tresic's

products and services without restriction or obligation; provided that Tresic may only disclose Usage Data to others if the Usage Data is aggregated and does not identify Reseller, End Users, or any individual. Usage Data and End User Information may be used to develop, train, or enhance artificial intelligence or machine learning models that are part of Tresic's products and services; provided that (a) such data must be aggregated before it can be used for these purposes, and (b) Tresic will use commercially reasonable efforts consistent with industry standard technology to de-identify such data before such use. All models, algorithms, and improvements developed using aggregated and de-identified Usage Data or End User Information shall be the sole and exclusive property of Tresic. Due to the nature of artificial intelligence and machine learning, information generated by these technologies may be inaccurate. Product features that include artificial intelligence or machine learning models are not human and are not a substitute for human oversight. Nothing in this section will reduce or limit Tresic's obligations regarding Personal Information that may be contained in End User Information under applicable data protection laws. By executing each Order Form, Reseller certifies that it has obtained all consents, provided all notices, and satisfied all other legal requirements under applicable data protection laws necessary to permit Tresic to collect, process, and use End User Information (including for AI/ML training purposes as described in this Section 2.4) in accordance with this Agreement. Reseller shall indemnify, defend, and hold harmless the Tresic Indemnitees against any Claims arising from Reseller's failure to obtain such consents or satisfy such requirements.

2.5 Reseller Marks License

Reseller grants Tresic a non-exclusive, royalty-free, non-transferable license during the Agreement Term to use, reproduce, and display the Reseller Marks solely to brand, configure, deliver, and support the White Label Product, and as permitted by Section 12.13. All goodwill arising from Tresic's use of the Reseller Marks inures to Reseller. Tresic will follow Reseller's reasonable written brand guidelines provided during onboarding.

3. Reseller Obligations

3.1 Production, Marketing, and Distribution

Reseller shall, in accordance with this Agreement and at its own cost:

3.1.1. Advertise, market, promote, and sell the White Label Product in a manner that is consistent with good business practice, using commercially reasonable efforts to maximize the sales volume and expand the sale of the White Label Product to End Users;

3.1.2. Advertise, market, promote, and sell the White Label Product and conduct business in a manner that reflects favorably at all times on the Tresic Services and the good name, goodwill, and reputation of Tresic;

3.1.3. Have and maintain sufficient knowledge of the industry and the Tresic Services, including the Tresic Services' features and differences between the Tresic Services and competing services;

3.1.4. Comply with all reasonable directions and instructions from Tresic for the marketing, advertising, and promotion of the White Label Product;

3.1.5. Advertise, promote, market, and sell White Label Product to End Users using Reseller's best efforts to maximize End User satisfaction with the White Label Product;

3.1.6. Before publicly disseminating or using any advertising, promotional, or marketing materials for White Label Product other than the Marketing Materials provided by Tresic, supply a representative sample of such materials to Tresic for approval, which Tresic may give or withhold in its sole discretion;

3.1.7. Upon Tresic's written request (no more than once per calendar year unless Tresic has reasonable cause to believe a violation has occurred), provide Tresic with copies of its current form End User Agreements and a representative sample of executed End User Agreements sufficient for Tresic to verify compliance with Section 3.5. Tresic shall treat such agreements as Confidential Information of Reseller;

3.1.8. Maintain books, records, and accounts of all transactions relating to the Tresic Services, White Label Product and activities covered by this Agreement and, on Tresic's request, allow Tresic's authorized representatives to inspect such books, records, and accounts during normal business hours as needed to verify compliance with the terms of this Agreement;

3.1.9. Promptly notify Tresic in writing of any complaint or adverse claim about the Tresic Services and White Label Product of which Reseller becomes aware;

3.1.10. Promptly notify Tresic in writing of any actual or suspected breach of the terms of this Agreement by an End User; and

3.1.11. Promptly notify Tresic in writing of any actual or suspected infringement of or threat to Tresic's intellectual property rights in the Tresic Properties and the White Label Product.

3.2 End User Information

Reseller shall provide Tresic, at Tresic's request and for purposes of packaging the Tresic Services as the White Label Product and providing support or other services to End Users, any End User Information collected or received by Reseller. If such End User Information includes Personal Information, Reseller shall notify all End Users that their information may be transferred or disclosed to a third party with whom Reseller has a contractual relationship and, where required by applicable law, provide all notices and obtain End Users' consent to such transfer. Reseller shall not disclose the identity of Tresic to End Users, except as authorized by Tresic in writing. Tresic shall use such End User Information solely for the purposes specified in this Agreement and shall comply with all applicable data protection laws in its handling of such information. Reseller shall (a) maintain appropriate administrative, physical, and technical safeguards for the protection of the privacy, security, confidentiality, and integrity of such End User Information consistent with industry standards and applicable legal requirements; (b) comply with all applicable laws regarding data privacy and security, including without limitation CCPA, GDPR (where applicable), and any other applicable federal, state, or international data protection laws; and (c) promptly notify Tresic if it suspects or knows of any fraudulent activity with its or any End User's accounts, passwords, or credentials, or if they become compromised.

3.3 Alternative Services

During the Agreement Term and for one (1) year after the Agreement Term ends, Reseller will not directly or indirectly solicit in any manner, for the purposes of selling products or services that compete with Tresic Services, the business of any End User (i) with whom Reseller had Material Contact and (ii) who purchased Tresic Services through Reseller as the White Label Product at any time during the twelve (12) months before the Agreement Term ended. Without limiting the foregoing, Reseller shall not directly or indirectly disparage, make false or misleading statements about Tresic Services, or otherwise discourage any End User from using the Tresic Services. Nothing in this Agreement shall prevent Reseller from providing factual information about competitive services when specifically requested by an End User, provided that Reseller does not use confidential information obtained through this Agreement in doing so. The Parties acknowledge that Tresic has a legitimate business interest in protecting (i) the goodwill developed with End Users through Reseller's efforts, (ii) Confidential Information about End Users' needs and preferences, and (iii) Tresic's investment in developing End User relationships through Reseller. The restrictions in this Section are designed to protect these legitimate business interests and are not intended to prevent Reseller from competing generally in the marketplace. Notwithstanding anything in this Agreement to the contrary, Tresic may develop, market, and distribute any products or services that are competitive with, or similar to,

the White Label Product or any Reseller offerings, and may do so directly or via third parties, without obligation or liability to Reseller.

3.4 General Obligations

3.4.1. Reseller shall (a) perform its obligations under this Agreement with due care and skill, with appropriately skilled and qualified personnel, in a timely and professional manner; (b) comply with all applicable laws in connection with Reseller's use of the Tresic Properties, including but not limited to the Telephone Consumer Protection Act of 1991 (TCPA) and all reasonable directions given by Tresic, and not perform its obligations in a manner that causes Tresic to breach any applicable laws; (c) not engage in any misleading, deceptive, illegal or unethical conduct in connection with its performance under this Agreement, and not publish or use, or cooperate in the publication or use of, any false, misleading or deceptive advertising material or other representations with respect to Tresic or the Tresic Services; and (d) use the Tresic Properties solely in compliance with any use limitations and the usage manuals and instructional materials for the Tresic Properties.

3.4.2. Reseller shall not give any condition or warranty or make any representation on Tresic's behalf or commit Tresic to any contracts, other than as explicitly permitted in this Agreement. Further, Reseller must not, without Tresic's prior written consent, make any representations, warranties, guarantees or other commitments with respect to the specifications, features, or capabilities of the Tresic Services which are inconsistent with those contained in any Marketing Materials or other materials provided by Tresic or otherwise incur any liability on behalf of Tresic.

3.4.3. Reseller shall not resell Tresic Services through a third party, including any sub-reseller, without Tresic's prior written consent; provided, however, that Reseller may use sales agents and independent contractors to assist in marketing and selling Tresic Services as White Label Product, provided such agents act under Reseller's direct supervision and Reseller remains fully responsible for their compliance with this Agreement.

3.4.4. Reseller may not remove or export from the United States or allow the export or re-export of the Tresic Properties or any related technology or materials in violation of any restrictions, laws, or regulations of the United States Department of Commerce, OFAC, or any other United States or foreign agency or authority. Reseller represents and warrants that it is not (a) a resident or national of any country to or from where applicable laws generally restrict the export or import of goods, services, or money (an "Embargoed Country"); (b) an entity organized under the laws of an Embargoed Country; (c) designated on any list of prohibited, restricted, or sanctioned parties maintained by the U.S. government or agencies or other applicable governments or agencies, including OFAC's Specially Designated Nationals and Blocked

Persons List and the UN Security Council Consolidated List; nor (d) 50% or more owned by any party designated on any of the above lists. Tresic may terminate this Agreement immediately without notice or liability to comply, as determined in Tresic's sole discretion, with applicable export controls and sanctions laws and regulations.

3.4.5 Privacy & Security. (a) The DPA is incorporated into this Agreement and governs each Party's rights and obligations as to Personal Information. Each Party will comply with its obligations in the DPA, and the terms of the DPA will control in the event of any conflict with this Agreement as to Personal Information. (b) Reseller must not submit protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), or cause or permit PHI to be submitted, to the Tresic Properties unless (i) PHI is marked as authorized on the applicable Order Form, and (ii) Reseller and Tresic have both executed a business associate agreement (BAA). If the Parties have entered a BAA, each Party will comply with its obligations in the BAA, the terms of the BAA will control each Party's rights and obligations as to PHI, and the terms of the BAA will control in the event of any conflict with this Agreement. Reseller shall be solely responsible for any HIPAA violation resulting from Reseller's failure to enter into or comply with the terms of the BAA. (c) Reseller will not (and will not allow anyone else to) [knowingly] submit Prohibited Data to the Tresic Properties unless the applicable Order Form authorizes that category of Prohibited Data. "Prohibited Data" means (1) credit, debit, bank account, or other financial account numbers; (2) social security numbers, driver's license numbers, or other unique and private government ID numbers; (3) special categories of data as defined in the GDPR; and (4) other similar categories of sensitive information as set forth in applicable data protection laws.

3.4.6 Non-Exclusive Appointment; End User Locations. Reseller's appointment under this Agreement is non-exclusive, and no territory, market segment, or channel is reserved to Reseller. Tresic may appoint other resellers or distributors and may sell or license Tresic Services directly to any customer. Reseller may sell the White Label Product only to End Users located in a Supported Country, and only through the channels permitted by Section 3.4.3, unless Tresic agrees otherwise in writing.

3.5 End User Agreement Requirements

Reseller shall ensure that each End User Agreement:

(i) is in writing and legally binding;

(ii) grants to End Users only those rights to use the White Label Product that are consistent with, and no greater or broader than, the rights granted to Reseller under this Agreement;

(iii) includes terms that:

(a) prohibit reverse engineering, decompilation and other unauthorized uses of the White Label Product and any embedded third party software;

(b) disclaim any rights in Tresic's Properties beyond use of the White Label Product;

(c) contain warranty disclaimers, limitations of liability, and exclusion of damages provisions that are at least as protective of Tresic as those set forth in this Agreement;

(d) authorize Tresic, who shall be designated as an undisclosed third party with whom Reseller has contractual obligations, to use End User's Personal Information for the purposes of packaging Tresic Services as the White Label Product and providing support or other services to End Users;

(e) prohibit use of the White Label Product contrary to any applicable laws, including export control laws, and confidentiality provisions;

(f) permit Reseller to enforce and, where applicable, assign enforcement rights related to Tresic's intellectual property rights;

(g) inform End Users that Tresic, who shall be designated as an undisclosed third party with whom Reseller has contractual obligations, may collect and analyze data and information about the provision, use, and performance of the White Label Product based on Reseller's or End Users' use of the Tresic Services;

(h) prohibit the End User from giving any Automated Agent operated by or on behalf of a third party access to the White Label Product for scraping, harvesting, bulk extraction, or model training, consistent with Section 2.2.3; and

(iv) Reseller shall be responsible for ensuring that End Users comply with applicable End User Agreements, in which Tresic shall be a third party beneficiary of those provisions that protect Tresic Properties, and Reseller shall enforce such provisions against End Users, as necessary.

4. Order Forms And End User Provisioning

4.1 Order Forms

The commercial terms of Reseller's subscription to the Tresic Services, including seat rates, usage rates, Minimum Monthly Commitments, onboarding fees, Service Term, and Reseller's authorizations and elections, are set forth in one or more Order Forms. In the event of a conflict

between an Order Form and this Agreement, the Order Form prevails with respect to pricing, minimum commitments, and commercial structure, and Special Terms prevail to the extent provided in Section 12.16.

4.2 End User Provisioning; Acceptance or Rejection

Reseller shall submit End User provisioning requests through Tresic's designated onboarding process (which may include a configuration sheet, user roster, or API-based provisioning), along with any other information reasonably requested by Tresic, for each End User to be onboarded under this Agreement. Tresic will review each provisioning request and notify Reseller within ten (10) business days if it rejects the request. Tresic may reject or suggest modifications to any provisioning request that (a) Tresic deems impractical, commercially inviable, or otherwise harmful to its business or reputation, or (b) is for a potential End User that has a current agreement to receive the same Tresic Services, whether directly with Tresic or with another authorized reseller. A provisioning request will be deemed accepted by Tresic if Tresic does not reject it within ten (10) business days of receipt.

4.3 Service Terms and Renewal

4.3.1 Each Order Form shall state its initial term. Unless otherwise stated in an Order Form, the initial term of each Order Form is twelve (12) months.

4.3.2. At the end of the initial Service Term, each Order Form shall renew automatically for additional terms of the same duration as the initial Service Term, unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the then-current Service Term.

5. Support

Reseller shall provide Tier 1 support services to End Users with respect to the Tresic Services. Tresic will provide any further support services to End Users that are outside Tier 1, in accordance with Tresic's standard practices and procedures. "Tier 1" means intake and basic troubleshooting for common issues and "how to" questions with respect to the Tresic Services.

6. Confidentiality

From time to time during the Agreement Term, either Party may disclose ("Disclosing Party") or make available to the other Party ("Receiving Party") information about its business affairs, services, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form

or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). The published text of this Agreement is not Confidential Information. Each Order Form, including its pricing and any Special Terms, is Confidential Information of both Parties. Confidential Information shall not include information that, at the time of disclosure (i) is or becomes generally available to the public other than as a result of any breach of this Section 6; (ii) is obtained on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) was in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iv) was or is independently developed without use of any Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's personnel or agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 6 caused by any of its personnel or agents. On the expiration or termination of this Agreement, or at any time during the Agreement Term at the Disclosing Party's written request, 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.

7. Fees And Payment

7.1 Fees

Reseller shall establish the fees it charges End Users for White Label Product ("End User Fees") in its sole discretion. Reseller shall pay Tresic the fees established by Tresic for Tresic Services (the "Reseller Fees"). Reseller Fees are set forth in the applicable Order Form. Reseller's obligation to pay Reseller Fees is not contingent on Reseller's collection of End User Fees, and if Tresic provides Tresic Services to Reseller for the purpose of the White Label Product, Reseller shall pay the applicable Reseller Fees regardless of whether Reseller sells, markets or distributes it to End Users or receives payment from the End User. Except for the prorated refund

of prepaid Reseller Fees allowed with specific termination rights given in this Agreement, all fees are non-refundable.

7.2 Fee Increases

Tresic may change the Reseller Fees for any renewal term of an Order Form by providing notice to Reseller at least thirty (30) days prior to the start of such renewal term. Fee changes will not take effect during the then-current Service Term of an executed Order Form. Notwithstanding the foregoing, if Tresic increases Reseller Fees applicable to Tresic Services for existing End Users, Tresic will provide Reseller with at least sixty (60) days' advance written notice of such increase, and such increase will not take effect with respect to a current End User until the end of such End User's then-current term.

7.3 Invoices

Tresic will deliver monthly invoices to Reseller for all Reseller Fees and other payment obligations incurred or otherwise coming due. Subscription-based Tresic Services will be invoiced monthly in advance. Usage-based Tresic Services will be invoiced monthly in arrears. Upon termination or expiration of this Agreement, Tresic will deliver a final invoice to Reseller for all amounts due as of the date of such termination or expiration. Reseller shall pay all invoiced amounts within thirty (30) days of the invoice date ("Net 30").

7.4 Payment

Reseller shall pay all amounts due hereunder in US dollars. Tresic may charge interest on past due amounts at the rate of 1.5% per month or the highest rate permitted under applicable law, whichever is lower. Reseller shall reimburse Tresic for all collection costs for late payments, including attorneys' fees. If any past-due amount remains unpaid 30 days following Tresic's written notice thereof, Tresic may temporarily suspend Reseller's rights under this Agreement with or without notice until all past due amounts have been paid. However, Tresic will try to inform Reseller before suspending Reseller's account when practical. Tresic will reinstate Reseller's access to the Tresic Services only if Reseller resolves the underlying issue.

7.5 Taxes

All Fees and other amounts payable by Reseller under this Agreement are exclusive of taxes and similar assessments. Reseller is responsible for all sales, use, VAT, GST, withholding and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Reseller hereunder, other than any taxes imposed on Tresic's income.

7.6 Payment Dispute

If Reseller has a good-faith disagreement about the fees charged or invoiced, Reseller must notify Tresic in writing about the dispute before payment is due, or within 30 days of an automatic payment, and must pay all undisputed amounts on time. The Parties will work together to resolve the dispute within 15 days. If no resolution is agreed, each Party may pursue any remedies available under this Agreement or applicable laws.

8. Intellectual Property Ownership

All right, title, and interest in and to the Tresic Properties, including all intellectual property rights and all improvements and derivative works therein, are and will remain with Tresic. Reseller has no right or license to any Tresic Properties except as expressly granted under this Agreement, and subject to the requirements and restrictions set forth herein. Reseller hereby unconditionally and irrevocably assigns to Tresic or Tresic's designee its entire right, title, and interest in and to any intellectual property rights that Reseller may acquire in or relating to any of the Tresic Properties (including any rights in derivative works or improvements relating thereto), whether acquired by operation of law, contract, assignment, or otherwise. Reseller may, but is not required to, provide Tresic with suggestions, feedback, or comments about the Tresic Properties or related offerings ("Feedback"), in which case Reseller provides such Feedback "as is." Tresic may use all Feedback freely without any restriction, obligation, or compensation to Reseller, including to develop, improve, or enhance the Tresic Services.

8.1 Ownership of White Label Product

As between the Parties and subject to the ownership allocations above, Tresic retains ownership of the Tresic Properties and its intellectual property rights. Reseller retains ownership of the Reseller Marks and its intellectual property. No joint property rights are created by this Agreement in the White Label Product, unless expressly stated in a separate agreement between the Parties.

9. Limited Warranties; Disclaimer; Tresic Warranty Remedy

9.1 Limited Warranties

9.1.1. Tresic represents and warrants that (a) the Tresic Properties will substantially conform to Tresic's published specifications; (b) the Tresic Services shall be provided in a professional manner in accordance with generally accepted industry standards; and (c) Tresic will not materially reduce the general functionality of the Tresic Services during the Service Term. Tresic

shall pass through to Reseller any third party warranties applicable to the Tresic Properties, to the extent assignable.

9.1.2. Reseller represents and warrants that (i) Reseller and all End Users submitting content each have and will continue to have all rights necessary to submit or make available such content to the Tresic Properties and to allow the use of such content as described in this Agreement; (ii) Reseller Marks and the White Label Product will not infringe, misappropriate or otherwise violate any third party intellectual property rights; (iii) Reseller will comply with all applicable laws and regulations in its marketing, sale and distribution of the White Label Product; (iv) End User Agreements will comply with the requirements stated in this Agreement; and (v) Reseller will not misrepresent the Tresic Properties or its relationship with Tresic.

9.1.3. Each Party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the applicable laws of the jurisdiction of its origin; and (c) it will comply with all applicable laws in performing its obligations or exercising its rights in this Agreement.

9.1.4. Tresic's warranties in Section 9.1.1 shall not apply to (i) any nonconformity or error resulting from use of Tresic Properties in combination with any hardware, software, systems or data not provided by Tresic; (ii) modifications or alterations to the Tresic Properties not authorized by Tresic; (iii) non-compliance with Tresic's directives in the documentation provided; (iv) failures or issues while creating the White Label Product; (v) accidents, negligence or willful misconduct by Reseller, End User or a third party resulting in issues; or (vi) failing to comply with version updates recommended by Tresic.

9.2 Warranty Disclaimer

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 9.1, ALL TRESIC PROPERTIES ARE PROVIDED "AS IS" AND TRESIC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TRESIC 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. TRESIC MAKES NO WARRANTY OF ANY KIND THAT THE TRESIC PROPERTIES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET RESELLER'S, END USERS', 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. WITHOUT LIMITING THE FOREGOING, TRESIC MAKES NO REPRESENTATIONS AND WARRANTIES

RELATING TO THE TRESIC SERVICES TO RESELLER EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1.

9.3 Tresic Warranty Remedy

If Tresic breaches the warranty in Section 9.1.1(c), Reseller shall give Tresic written notice (with enough detail for Tresic to understand or replicate the issue) within 45 days of Reseller discovering the issue. Within 45 days of receiving sufficient details of the warranty issue, Tresic will attempt to restore the general functionality of the Tresic Services. If Tresic cannot resolve the issue, Reseller may terminate this Agreement and Tresic will pay to Reseller a prorated refund of prepaid Reseller Fees for the remainder of the Service Term. Tresic's restoration obligation, and Reseller's termination right, are Reseller's only remedies if Tresic does not meet the warranty in Section 9.1.1(c).

10. Indemnification And Limitation Of Liability

10.1 Indemnification

10.1.1 Reseller Indemnification. Reseller, at its expense, shall indemnify, defend, and hold harmless Tresic and its officers, directors, employees, agents, successors, and assigns (each, a "Tresic Indemnitee") from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expert fees) (collectively, "Losses") arising out of or relating to any third-party claim, suit, proceeding, or action (each, a "Claim") resulting from: (i) the negligent or wrongful acts or omissions of or violation of applicable law by Reseller, its employees, agents, or representatives whether or not in connection with this Agreement, the Tresic Properties or the Tresic Services; (ii) alteration or modification of the Tresic Properties or Tresic Services by Reseller, except to the extent authorized in writing by Tresic or arising from Tresic's instructions; (iii) the combination or use of Tresic Services or Tresic Properties with any products, services, or marks not provided or approved by Tresic, to the extent the Claim would not have arisen but for such combination; (iv) any allegation that the Reseller Marks infringe or otherwise violate the intellectual property rights of a third party; or (v) any representations, warranties or commitments made by Reseller to End Users. Reseller shall indemnify, defend, and hold harmless all Tresic Indemnitees against any Claims by an End User arising out of or relating to Reseller's marketing, sale, or support of Tresic Services, provided that Tresic shall remain responsible for Claims arising solely from defects in, or nonconformity of, the Tresic Services as provided by Tresic.

10.1.2 Tresic Indemnification. Tresic, at its expense, shall indemnify, defend, and hold harmless Reseller and its officers, directors, employees, agents, successors, and assigns (each, a "Reseller

Indemnitee") from and against any and all Losses arising out of any Claim resulting from: (i) the negligent or wrongful acts or omissions of Tresic, its employees, agents, or representatives in connection with this Agreement; (ii) any allegation that the Tresic Services or Tresic Properties, as provided by Tresic and used in accordance with this Agreement, infringe or otherwise violate the intellectual property rights of a third party; or (iii) Tresic's violation of applicable law in providing the Tresic Services.

10.1.3 Indemnification Procedures. The indemnified Party shall provide prompt written notice of any Claim to the indemnifying Party (provided that failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent materially prejudiced by such failure). The indemnified Party may, in its sole discretion, elect to either: (i) tender the defense of such Claim to the indemnifying Party, in which case the indemnifying Party shall assume sole control of the defense and settlement using counsel reasonably acceptable to the indemnified Party; or (ii) retain control of the defense of such Claim using counsel of its own choosing, at the indemnifying Party's expense. In no event shall the indemnifying Party settle any Claim or admit any liability or wrongdoing on behalf of the indemnified Party without the indemnified Party's prior written consent. The indemnifying Party shall reimburse the indemnified Party for all reasonable attorneys' fees, expert fees, and other costs and expenses incurred in connection with the defense of any Claim, whether such defense is conducted by the indemnified Party or the indemnifying Party, within thirty (30) days of receipt of an invoice therefor. Each Party shall provide reasonable cooperation to the other in connection with the defense of any Claim.

10.2 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; OR (iv) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EACH PARTY'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, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY RESELLER TO TRESIC DURING THE THREE (3) MONTH PERIOD

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO A DATA BREACH, UNAUTHORIZED ACCESS TO, OR UNAUTHORIZED DISCLOSURE OF PERSONAL DATA SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000) (THE "DATA BREACH CAP"). THE LIMITATIONS SET FORTH IN THIS SECTION 10.2 SHALL NOT APPLY TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1; (ii) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW; (iii) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (iv) RESELLER'S PAYMENT OBLIGATIONS; OR (v) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

10.3 Changes to Product

If required by settlement or court order, or if deemed reasonably necessary in response to a Claim, Tresic may at Tresic's sole discretion: (a) obtain the right for Reseller to continue using the Tresic Properties; (b) replace or modify the affected component of the Tresic Properties without materially reducing the general functionality of the Tresic Properties; or (c) if neither (a) nor (b) is reasonable, terminate this Agreement and issue a pro-rated refund of prepaid Reseller Fees for the remainder of the Service Term.

11. Term And Termination

11.1 Agreement Term

This Agreement commences on the Effective Date and continues until terminated pursuant to any of its express provisions (the "Agreement Term"). Each Order Form has its own Service Term under Section 4.3. Expiration of a Service Term does not by itself terminate this Agreement.

11.2 Termination

In addition to any other express termination right set forth in this Agreement:

11.2.1. Tresic may terminate this Agreement for default, effective immediately upon written notice to Reseller, if Reseller (a) fails to pay any amount when due hereunder, or (b) materially breaches any of its other obligations hereunder.

11.2.2. Either Party may terminate this Agreement (a) at any time and for any reason or for no reason, effective on thirty (30) days' written notice to the other Party; or (b) immediately upon written notice to the other Party if the other Party becomes insolvent, enters bankruptcy, assigns its assets to or for the benefit of its creditors, dissolves or stops conducting business without a successor, or has a receiver appointed over substantial assets. Termination for convenience

under Section 11.2.2(a) does not relieve Reseller of its obligation to pay the Minimum Monthly Commitment and any other fees payable for the remainder of the then-current Service Term of each executed Order Form, which obligations survive such termination.

11.3 Effect of Expiration or Termination

11.3.1. Immediately upon expiration or termination of this Agreement for any reason: (a) all licenses and similar rights granted to Reseller hereunder will expire or terminate; (b) Reseller shall cease all use of the Tresic Properties, and all copies thereof, in whole and in part; (c) each recipient will return or destroy the discloser's Confidential Information in its possession or control; and (d) Tresic will submit a final bill or invoice for all outstanding fees accrued before termination, and Reseller will pay the invoice according to this Agreement.

11.3.2. Upon expiration or termination of this Agreement for any reason, Tresic may elect to provide Tresic Services directly to one or more End Users. If Tresic so elects, Reseller shall assign its End User Agreement with each applicable End User and related rights and obligations to Tresic, and reasonably assist Tresic in the transition.

11.3.3. Except when this Agreement is terminated for default, and if Tresic does not elect to provide Tresic Services directly to an End User pursuant to Section 11.3.2, Reseller shall continue providing White Label Product to each such End User until the end of the applicable Service Term, and the provisions of this Agreement (including Reseller's obligation to pay Reseller Fees) shall survive with respect to all such White Label Product until the end of the applicable Service Term.

11.4 Survival

Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in this Section 11.4 and in Sections 1 (Definitions), 2.4 (Machine Learning and AI Rights), 3.2 (End User Information), 3.3 (Alternative Services), 6 (Confidentiality), 7 (Fees and Payment), 8 (Intellectual Property Ownership), 9 (Limited Warranties; Disclaimer), 10 (Indemnification and Limitation of Liability), 11.3 (Effect of Expiration or Termination), 12 (Miscellaneous), and 13 (Data Processing). Each recipient may retain the discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by applicable laws, in which case Section 3.4.5 (Privacy & Security) and Section 6 (Confidentiality) will continue to apply to retained Confidential Information.

12. Miscellaneous

12.1 Entire Agreement

This Agreement, together with all Order Forms, Schedules, Exhibits, the DPA, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. Terms in any purchase order or other Reseller document do not apply.

12.2 Relationship of the Parties; No Franchise Relationship

The Parties to this Agreement are independent contractors and nothing in this Agreement will be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Tresic and Reseller.

12.3 Force Majeure

No Party is liable for any failure or delay in performing its obligations hereunder (except payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, war, terrorism, civil unrest, riot, government actions, public utility failure, telecommunications failure, internet failure, cyberattacks, AI model degradation or unavailability, or training data issues or similar events, provided that the affected Party (a) provides prompt written notice to the other Party of such event, (b) uses commercially reasonable efforts to mitigate the effects of such event, and (c) resumes performance as soon as reasonably practicable. If a force majeure event continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

12.4 Notices

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at the addresses set forth on the applicable Order Form (or to any other address that the receiving Party may designate from time to time in accordance with this Section 12.4). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested and postage prepaid), or email. Tresic may give notices under Sections 7.2, 12.17, and 13.3, and under Section 4.1 of the DPA, by email to the Reseller notice email on Reseller's most recent Order Form, as updated by Reseller in writing. Reseller is responsible for keeping that email address current. Except as otherwise provided in

this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section 12.4. An emailed notice is deemed received one (1) business day after sending, unless the sender receives notice of non-delivery.

12.5 Amendment and Modification; Waiver

Except as provided in Section 12.17 (Agreement Versions and Updates) and Section 13.3 (DPA Updates), no amendment to or modification of this Agreement or waiver of any provision hereof is effective unless in writing and signed by both Parties. Special Terms in an Order Form executed by both Parties are a signed written amendment as to the Reseller that executed that Order Form. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party. Failure to exercise or delay in exercising any right under this Agreement is not a waiver, nor does partial exercise of a right preclude further exercise of that right or any other right.

12.6 Governing Law; Submission to Jurisdiction; Injunctive Relief

12.6.1. This Agreement is governed by the laws of the State of Delaware 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 other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement must be brought exclusively in the federal or state courts located in New Castle County, Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection to venue in such courts and any claim that such courts are an inconvenient forum.

12.6.2 Injunctive Relief. Despite Section 12.6.1, a breach of Section 6 (Confidentiality) or the violation of a Party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 6 or violation of a Party's intellectual property rights, the non-breaching or non-violating Party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

12.6.3 Non-Exhaustive Remedies. Except where this Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a Party.

12.7 Assignment

Reseller may not assign or transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of Tresic. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

12.8 Government Rights

The Tresic Services and any related software are deemed "commercial items" or "commercial computer software" according to FAR section 12.212 and DFAR section 227.7202, and any related documentation is "commercial computer software documentation" according to DFAR section 252.227-7014(a)(1) and (5). Any use, modification, reproduction, release, performance, display, or disclosure of the Tresic Properties by the U.S. Government will be governed solely by the terms of this Agreement, and all other use is prohibited.

12.9 Anti-Bribery

Neither Party will take any action that would be a violation of any applicable laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Tresic or Reseller in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

12.10 Severability

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, it will be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions will continue in full force and effect.

12.11 Counterparts; Electronic Signatures

Each Order Form may be executed in counterparts, each of which is deemed an original, and all of which together are one instrument. The Parties consent to conduct this transaction by electronic means. An electronic signature applied through an electronic signature service, and a signed copy delivered by PDF or email, has the same legal effect as an original handwritten signature, consistent with the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act as adopted in the applicable state. Neither Party will contest the validity or enforceability of an Order Form, this Agreement, or the DPA on the ground that it was signed or delivered electronically or incorporated by reference from a Permanent URL.

12.12 Beta Products

Tresic will not give Reseller access to any Beta Product without Reseller's prior written consent. If Tresic gives Reseller access to a Beta Product, the Beta Product is provided "AS IS" and Section 9.1.1 does not apply to any Beta Products, nor are any Beta Products subject to any service level commitments, support obligations, or indemnification obligations under this Agreement. Reseller acknowledges that Beta Products are experimental in nature and may be modified or removed at Tresic's discretion with or without notice. Any feedback provided regarding Beta Products shall be treated as Feedback under Section 8.

12.13 Logo Rights

Tresic may identify Reseller and use Reseller's name and logo in marketing to identify Reseller as a user of Tresic's products and services, unless Reseller opts out on the applicable Order Form or later notifies Tresic in writing that Tresic may not do so.

12.14 No Third-Party Beneficiary

There are no third-party beneficiaries of this Agreement.

12.15 Titles and Interpretation

Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

12.16 Execution; Order of Precedence; Special Terms

12.16.1. This Agreement (including its Schedules and Exhibits) and the DPA are incorporated by reference into each Order Form. Execution of an Order Form referencing this Agreement constitutes execution and acceptance of this Agreement and the DPA by both Parties, effective as of the effective date stated in such Order Form, with the same force and effect as if this Agreement were executed directly. By executing an Order Form, Reseller confirms that it has reviewed the Version of this Agreement identified on that Order Form at its Permanent URL, has had the opportunity to download a PDF copy, and agrees to it.

12.16.2. In the event of a conflict among the documents comprising the Agreement, the order of precedence is: (a) Special Terms, to the extent they expressly modify a specified provision of this Agreement, the DPA, or a Schedule or Exhibit, and solely as to the Reseller that executed that Order Form; (b) the Order Form (other than its Special Terms), with respect to pricing, minimum

commitments, and commercial structure; (c) any BAA, with respect to PHI; (d) the DPA, with respect to the Processing of Personal Information; (e) the body of this Agreement; and (f) the Schedules and Exhibits.

12.17 Agreement Versions and Updates

12.17.1 Publication. Tresic publishes each version of this Agreement (each, a "Version") at its own fixed web address (each, a "Permanent URL"), together with a downloadable PDF. Tresic will not change the text of a Version after it is published. Tresic will keep each Version available at its Permanent URL for at least [seven (7)] years after the last Service Term governed by that Version ends.

12.17.2 Version in Effect. Each Order Form identifies the Version that governs it. When Reseller executes an Order Form identifying a Version, that Version governs all of Reseller's Order Forms from that Order Form's effective date. That Version remains in effect, including through automatic renewals, until the earlier of (a) Reseller's execution of an Order Form identifying a later Version, or (b) the start of the first renewal Service Term that begins at least sixty (60) days after Tresic notifies Reseller of a later Version under Section 12.17.3.

12.17.3 Notice of a Later Version. Tresic will notify Reseller of a later Version by email under Section 12.4. The notice will include the Permanent URL of the later Version and a summary of its material changes. If Reseller does not wish to renew under the later Version, Reseller may give notice of non-renewal under Section 4.3.2.

12.17.4 Special Terms Carry Forward. Special Terms continue to apply under a later Version, to the corresponding provisions of that Version, unless the Parties agree otherwise in a later Order Form or other signed writing.

12.17.5 No Other Unilateral Changes. Except for fee changes under Section 7.2, DPA updates under Section 13.3, and sub-processor changes under Section 4.1 of the DPA, Tresic may change the terms that govern Reseller only as provided in this Section 12.17.

13. Data Processing

13.1 Data Processing Addendum

The DPA attached to this Agreement as Addendum A is incorporated into this Agreement by reference and forms part of it. The DPA is executed by the Parties upon execution of an Order Form referencing this Agreement; no separate signature is required. In the event of any conflict

between the DPA and this Agreement with respect to the processing of Personal Information, the DPA shall control.

13.2 Condition of Use

Reseller's right to submit Personal Information to the Tresic Properties is expressly conditioned upon the DPA being in effect. Tresic may suspend Reseller's access to Personal Information processing functionality if the DPA is not in effect. Reseller shall be solely responsible for any liability arising from its submission of Personal Information at any time the DPA is not in effect.

13.3 DPA Updates

13.3.1. Tresic may update the DPA when reasonably required to comply with changes in Data Protection Laws (as defined in the DPA), guidance or decisions of a competent data protection authority, or changes to approved cross-border transfer mechanisms. Tresic will publish each updated DPA at its own Permanent URL with a summary of changes and notify Reseller by email under Section 12.4 at least thirty (30) days before the update takes effect, or a shorter period if required by law.

13.3.2. An update under this Section 13.3 may not (a) materially reduce the protection of Personal Information, (b) expand the purposes for which Tresic may use Personal Information or End User Information, including under Section 2.4, or (c) increase Reseller's liability under this Agreement.

13.3.3. If Reseller does not object in writing before an update takes effect, the updated DPA applies to Reseller from its effective date. If Reseller reasonably objects in writing during the notice period, the prior DPA continues to apply to Reseller while the Parties discuss the objection in good faith. If the Parties do not resolve the objection within thirty (30) days, either Party may terminate the affected Order Forms on written notice[, and Reseller will not owe Minimum Monthly Commitments for any period after the termination date].

SCHEDULE 1

Tresic Marks

Reseller Marks are defined in Section 1(o), are provided during onboarding, and are not listed in this Schedule.

Word Marks:

- Tresic
- Tresic Intelligence Cloud
- Tresic After Call
- Tresic First Alert
- Tresic Insights Hub
- Tresic Operations Hub
- Intelligence, Actioned.
- Hang Up. Done.
- Know in 60 seconds, not 60 days.
- Know what's changing and why.
- Creo Solutions

Design Marks:

- Tresic Triangle
- Tresic Logo

EXHIBIT A

Service Level Agreement

Tresic will use commercially reasonable efforts to provide and maintain the Tresic Services with a target uptime of 99.9%, excluding scheduled maintenance. Tresic will provide reasonable advance notice of scheduled maintenance.

EXHIBIT B

Acceptable Use and Prohibited Conduct

In addition to any acceptable use policy referenced in the Agreement to which this Exhibit is attached and is a part, and as an enhancement to Section 2.2 of the Agreement, Reseller will not (and will ensure End Users do not) use the Tresic Services:

1. for any purpose that violates applicable local, state, national, or international law;

2. to generate or disseminate content that: (a) harasses, bullies, threatens, or is reasonably likely to cause distress; (b) promotes hate, discrimination, self-harm, or violence; or (c) is obscene or pornographic, except for legitimate, lawful educational or wellness contexts;

3. to: (a) create fraudulent, materially misleading, or deceptive content; (b) impersonate another person without clear disclosure that the content is AI-generated; or (c) attempt to influence political processes or campaigns, including but not limited to generating political campaign messages, political persuasion content, or content reasonably likely to be interpreted as official communications from a public office or candidate;

4. to generate or distribute malware or other malicious code, or otherwise attempt to compromise the security or integrity of the Tresic Services or any connected systems;

5. for any robocalling, spam calling, or automated telemarketing in violation of telecommunications laws or regulations (including, as applicable, the TCPA, the Telemarketing Sales Rule, or similar frameworks), or for any calling activity that would reasonably be considered unsolicited mass outreach;

6. to use cloned or synthetic voices in a manner reasonably likely to deceive listeners regarding the involvement or consent of the person whose voice was cloned, particularly where disclosures or consents are required but not provided;

7. to interfere with the operation of the Tresic Services, attempt to access accounts or data without authorization, or circumvent access controls, rate limits, or other protective measures; or

8. to give any Automated Agent (as defined in Section 2.2.3 of the Agreement) operated by or on behalf of a third party access to the Tresic Services, through API keys, portal credentials, or any other means, for the purpose of scraping, harvesting, or bulk extracting data, or of training any third-party artificial intelligence model.

ADDENDUM A

Data Processing Addendum

Revision [2026-11] · Published at tresic.cloud/reseller-agreement/dpa/[2026-11]

This Addendum A forms part of the Tresic Reseller & White Label Agreement and is incorporated into each executed Order Form as provided in Section 13.1 of the Agreement. It may be updated only as provided in Section 13.3 of the Agreement.

This Data Processing Addendum ("DPA") is between Creo Solutions, Inc., a Delaware corporation, d/b/a Tresic ("Processor") and the entity identified as Reseller on the applicable Order Form ("Controller"). The parties enter into this DPA on behalf of themselves and, to the extent required under applicable Data Protection Laws, in the name and on behalf of their affiliates, and this DPA shall be effective on the Effective Date of the Agreement ("Effective Date").

1. Definitions

"Agreement" means the Tresic Reseller & White Label Agreement between Processor (as "Tresic") and Controller (as "Reseller"), in the Version that applies under Section 12.17 of that agreement, together with each Order Form executed thereunder.

"Business Purpose" has the meaning given in subdivision (e) of Cal. Civ. Code §1798.140 and "purpose" will be interpreted accordingly.

"Controller Data" means any information or other data (including Personal Data) provided by or on behalf of Controller to Processor for purposes of the Agreement and/or any related services.

"Controller Personal Data" means any Controller Data that is Personal Data.

"Consumer" has the meaning given in subdivision (i) of Cal. Civ. Code §1798.140.

"Contractor" has the meaning given in subdivision (j)(1) of Cal. Civ. Code §1798.140.

"Data Protection Laws" means all data protection and privacy laws applicable to the respective party in its role in the Processing of Personal Data under the Agreement, including, where applicable, in the EU, the GDPR and its implementing regulations; in the UK, the UK GDPR and the Data Protection Act 2018; in Switzerland, the Federal Act on Data Protection ("FADP"); and in the U.S., the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), the

Delaware Personal Data Privacy Act ("DPDPA"), the Indiana Consumer Data Protection Act ("INCDPA"), the Iowa Consumer Data Protection Act ("ICDPA"), the Kentucky Consumer Data Protection Act ("KCDPA"), the Maryland Online Data Privacy Act ("MODPA"), the Minnesota Consumer Data Privacy Act ("MNCDPA"), the Montana Consumer Data Privacy Act ("MTCDPA"), the Nebraska Data Privacy Act ("NDPA"), the New Hampshire Privacy Act ("NHPA"), the New Jersey Data Protection Act ("NJDPA"), the Oregon Consumer Privacy Act ("OCPA"), the Rhode Island Data Transparency and Privacy Protection Act ("RIDTPPA"), the Tennessee Information Protection Act ("TIPA"), the Texas Data Privacy and Security Act ("TDPSA"), the Utah Consumer Privacy Act ("UCPA"), and the Virginia Consumer Data Protection Act ("VCDPA"), and any other data protection laws applicable to the Processing.

"Data Controller" means an entity that determines the purposes and means of the Processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"Data Subject" means a living individual who is the subject of the Personal Data.

"EEA" means, for the purposes of this DPA, the European Economic Area and/or its member states, the United Kingdom and/or Switzerland.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

"Personal Data" means information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers); or (iii) relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual, including inferences about such individual. In the case of subclauses (i) through (iii), this information includes, without limitation, all Sensitive Personal Data. Further, the term "Personal Information" as defined in the CCPA shall have the same meaning as Personal Data used herein.

"Processing" has the meaning given to it under applicable Data Protection Laws and "process," "processes" and "processed" will be interpreted accordingly.

"Purposes" shall mean the data Processing purposes described in Section 3.4(c) of this DPA.

"Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, acquisition, loss, alteration, unauthorized disclosure of or access to Controller Personal Data, but does not include any unsuccessful attempt or activity that does not compromise the security of Controller Personal Data, such as pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers).

"Services" means the services provided by Processor to Controller pursuant to the Agreement.

"Sensitive Personal Data" is a subset of Controller Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. Further, the term "Sensitive Personal Information" as defined in applicable Data Protection Laws shall have the same meaning as Sensitive Personal Data used herein.

"Sell," "Selling," "Sale" or "Sold" has the meaning given in subdivision (ad)(1) of Cal. Civ. Code §1798.140.

"Service Provider" has the meaning given in subdivision (ag)(1) of Cal. Civ. Code §1798.140.

"Share" or "Sharing" has the meaning given in subdivision (ah)(1) of Cal. Civ. Code §1798.140.

"Standard Contractual Clauses" or "SCCs" means the standard contractual clauses for the transfer of personal data to third countries set out in the Annex to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as amended or replaced from time to time.

"Sub-processor" means any Data Processor engaged by or on behalf of Processor to assist in fulfilling its obligations pursuant to the Agreement or this DPA.

"Third Party" has the meaning given in subdivision (ai) of Cal. Civ. Code §1798.140.

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A of the Data Protection Act 2018, as amended or replaced from time to time.

"UK GDPR" means the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended.

"Verifiable Consumer Request" has the meaning given in subdivision (y) of Cal. Civ. Code §1798.140.

2. Scope and Applicability of this DPA

This DPA applies where and only to the extent that Processor Processes Controller Personal Data on behalf of Controller as Data Processor in the course of providing Services pursuant to the Agreement. Any other Processing of Personal Data with respect to Controller and its users conducted by Processor as a Data Controller, including business relationship administration and system security, will be carried out in accordance with Processor's then-current privacy policy. Notwithstanding expiry or termination of the Agreement, this DPA and the SCCs (if applicable) will remain in effect until, and will automatically expire upon, deletion of all Controller Personal Data processed by Processor as described in this DPA.

3. Roles of the Parties; Details of Processing

3.1 Role of the Parties. If and to the extent that the Services provided by Processor under the Agreement require Processor to Process Personal Data, then as between Processor and Controller, Processor shall process Controller Personal Data only as a Data Processor (and, for purposes of the CCPA, a Service Provider) acting on behalf of Controller. Controller is either the Data Controller of Controller Personal Data, or in the case that Controller is acting on behalf of a third-party Data Controller, then a Data Processor.

3.2 Controller Processing of Personal Data. Controller represents to Processor: (i) Controller will comply with its obligations under Data Protection Laws in respect of its Processing of Personal Data, including any obligations specific to its role as a Data Controller; and (ii) Controller has provided all notices and obtained all consents, assignments, licenses, authorizations, permissions and/or rights necessary under Data Protection Laws for Processor to lawfully Process Personal Data as contemplated under the Agreement for the Purposes. If Controller is itself a Data Processor acting on behalf of a third-party Data Controller, Controller further represents to Processor that Controller's instructions and actions with respect to that Controller Personal Data, including its appointment of Processor as another Data Processor, have been authorized by the relevant Data Controller.

3.3 Processor Processing of Personal Data. Processor represents and warrants it will process Controller Personal Data only to the extent, and in such a manner, as is necessary for the Purposes and in accordance with Controller's documented lawful instructions. Processor will not, and will ensure its Sub-processors do not, (i) combine Controller Personal Data with any Personal Data from other sources, or which Processor or its Sub-processor collected on its own

behalf, except as permitted by Data Protection Laws; (ii) Sell or Share any Controller Personal Data within the meaning of the CCPA or otherwise; or (iii) retain, use, and/or disclose Personal Data for any purpose other than the Purposes set forth herein or outside of the direct business relationship between the Controller and Processor, unless expressly permitted by the CCPA. Additionally, Processor will comply with applicable obligations under the CCPA, including that Processor will provide the same level of privacy protection as required under the CCPA. The parties agree that the Agreement (including this DPA) sets out Controller's complete and final instructions to Processor in relation to the Processing of Controller Personal Data. Additional Processing outside the scope of such instructions will require prior written agreement between the parties.

3.4 Details of Processing. The following describes the details of the Processing to be provided by Processor to Controller under this DPA.

(a) Subject Matter. The subject matter of the Processing under this DPA is Controller Personal Data.

(b) Duration. The duration of the Processing under this DPA is the Agreement Term (as defined in the Agreement). Personal Data will only be retained for as long as required to provide the Services or as required under applicable Data Protection Laws.

(c) Business Purposes. The Purposes of the Processing under this DPA are the provision of the Services to Controller.

(d) Nature of Processing. The nature of the Processing under this DPA is the provision of computation, storage and other Services agreed to by Processor and Controller, including the capture, transcription, analysis, and summarization of conversations.

(e) Type of Data. The type of Controller Data to be Processed under this DPA includes Controller Personal Data uploaded to or captured by the Services through Controller's accounts.

(f) Categories of Data Subjects. The data subjects of the Processing under this DPA may include Controller's customers, End Users, End Users' employees and the individuals who communicate with them, suppliers, and Controller's employees.

(g) Frequency of Data Transfer. Personal Data will be transferred on a continuous basis during the Agreement Term, as conversations are captured and processed through the Services.

3.5 Notice of Processing Obligations. If, at any time, Processor determines that it cannot meet its obligations under this DPA and/or applicable Data Protection Laws: (i) Processor shall provide immediate notice to Controller; (ii) Controller may retrieve all Controller Personal Data provided under this DPA; and (iii) Processor shall properly dispose of Controller Personal Data in accordance with the retention requirements of this DPA.

3.6 De-identified and Aggregated Data. Notwithstanding anything to the contrary in this DPA, Processor may create de-identified, anonymized, and/or aggregated data from Controller Data, including Controller Personal Data ("De-identified Data"), and may use De-identified Data for its lawful business purposes, including to maintain, improve, enhance, and promote the Services and to develop and train artificial intelligence and machine learning models, in each case in accordance with Section 2.4 (Machine Learning and AI Rights) of the Agreement. De-identified Data is not Controller Personal Data for purposes of this DPA, provided that Processor: (i) takes reasonable measures to ensure that the De-identified Data cannot reasonably be associated with, or used to identify, a natural person or household; (ii) maintains and uses the De-identified Data only in de-identified form and does not attempt to re-identify it, except as permitted by applicable Data Protection Laws solely to test the effectiveness of its de-identification processes; and (iii) contractually obligates any recipients of the De-identified Data to comply with the requirements of this Section.

4. Subprocessing

4.1 Authorized Sub-processors. Controller agrees that Processor may engage Sub-processors to process Controller Personal Data on Controller's behalf. Processor shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Controller; and (ii) notify Controller if it adds or removes Sub-processors at least fourteen (14) days prior to allowing such Sub-processor to process Controller Personal Data. Controller may object in writing to Processor's appointment of a new Sub-processor within ten (10) calendar days of such notice. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If Processor cannot provide an alternative Sub-processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Controller may terminate the Agreement (including this DPA) upon written notice to Processor.

4.2 Sub-processor Obligations. Processor will: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to Process the Controller Personal Data in a manner that is substantially similar to the standards set forth in this DPA, and, to the extent applicable to the Services provided by Processor, to the standard

required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of each Sub-processor.

5. Security

5.1 Security Measures. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement and maintain appropriate technical and organizational security measures to protect Controller Personal Data from Security Incidents and to preserve the security and confidentiality of the Controller Personal Data Processed by Processor on behalf of Controller ("Security Measures"). Controller acknowledges that the Security Measures are subject to technical progress and development and that Processor may update or modify the Security Measures from time to time provided that such updates and modifications do not result in a material degradation of the overall security of the Services or Controller Data, including Controller Personal Data.

5.2 Confidentiality of Processing. Processor shall ensure that any person who is authorized by Processor to process Controller Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality.

6. Security Reports and Audits

6.1 Reports. Processor acknowledges that Processor is regularly audited by independent third-party auditors and/or internal auditors against Processor's Security Measures. Upon request, Processor shall supply (on a confidential basis) a summary of its then-current audit report(s) and any other published materials made available by Processor, which further describe Processor's principles, programs, and practices regarding information security and privacy (collectively, "Report") to Controller, so that Controller can verify Processor's compliance with this DPA. Processor agrees to make available to Controller, upon Controller's reasonable request, any additional information necessary to verify Processor's obligations under this DPA, including via audits, with such audits to occur no more frequently than once per calendar year (except where based upon a reasonable belief that Processor has failed to comply with the terms of this DPA or applicable Data Protection Laws). Notwithstanding the foregoing, Controller may disclose a Report as allowed under the applicable confidentiality section of the Agreement, including where requested or required by data protection authorities having jurisdiction over Controller even if not legally required ("Data Protection Authority Request"), provided, however, that Controller, as permitted by law, shall give Processor prior written notice of the Data Protection Authority Request such that Processor can attempt to secure confidential treatment for the

Report. If Controller is not legally permitted to give Processor prior notice, Controller agrees to use reasonable efforts to secure confidential treatment for the Report and further agrees to not remove or obscure any "confidential," "proprietary," or similar markings from the Report.

6.2 Information Requests. Processor shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Controller related to its Processing of Controller Personal Data, including responses to information security and audit questionnaires that are necessary to confirm Processor's compliance with this DPA, provided that Controller shall not exercise this right more than once per year, except that this right may also be exercised in the event Controller is expressly requested or required to provide this information to a data protection authority, or Processor has experienced a Security Incident, or other reasonably similar basis.

7. Transfers

7.1 International Processing. Processor may process Controller Data anywhere in the world where Processor, its affiliates or its Sub-processors maintain data Processing operations. Processor will at all times provide appropriate safeguards for Controller Personal Data wherever it is processed, in accordance with the requirements of Data Protection Laws.

7.2 EEA, UK, and Swiss Transfers. To the extent Processor processes any Controller Personal Data protected by the Data Protection Laws of the EEA ("EEA Data") in a country that has not been recognized as providing an adequate level of protection, the parties agree that: (a) for EU and EEA data, the SCCs are incorporated by reference, with Module Two (controller to processor) applying where Controller is a Data Controller and Module Three (processor to processor) applying where Controller is a Data Processor; Controller is the "data exporter" and Processor is the "data importer" (notwithstanding that Controller may be located outside the EEA); the optional docking clause in Clause 7 does not apply; Option 2 (general written authorization) applies under Clause 9, with the notice period set out in Section 4.1 of this DPA; the optional language in Clause 11 does not apply; under Clause 17 the SCCs are governed by the law of [Ireland]; under Clause 18 disputes are resolved by the courts of [Ireland]; and Annexes I and II are completed with the information in Sections 3.4 and 5 of this DPA; (b) for UK data, the UK Addendum is incorporated by reference and completed with the information in clause (a); and (c) for Swiss data, the SCCs apply as described in clause (a), with references to the GDPR read as references to the FADP and the Swiss Federal Data Protection and Information Commissioner acting as the competent supervisory authority.

8. Return or Deletion of Data

8.1 Deletion by Controller. Processor will enable Controller to delete Controller Data during the Agreement Term in a manner consistent with the functionality of the Services.

8.2 Deletion on Termination. For thirty (30) days following termination or expiration of the Agreement, Controller shall have the option to retrieve any remaining Controller Personal Data in accordance with the Agreement. Thereafter, Controller instructs Processor to automatically delete all remaining (if any) Controller Personal Data (including copies). Processor shall not be required to delete Controller Personal Data to the extent (i) Processor is required by applicable law or order of a governmental or regulatory body to retain some or all of the Controller Personal Data; and/or (ii) Controller Personal Data has been archived on back-up systems, which Controller Personal Data Processor shall securely isolate and protect from any further Processing, except to the extent required by applicable law.

8.3 Security Incident Response. Upon confirming a Security Incident, Processor shall: (i) notify Controller without undue delay, and in any event such notification shall occur no later than seventy-two (72) hours from Processor becoming aware of the Security Incident; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Controller; and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Incident.

9. Compliance

9.1 Cooperation. In no event shall this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority. If a law enforcement agency, government agency, or data protection authority sends Processor a demand for Controller Personal Data (e.g., a subpoena or court order), Processor will attempt to redirect the law enforcement agency, government agency, or data protection authority to request that data directly from Controller. As part of this effort, Processor may provide Controller's contact information to the law enforcement agency, government agency, or data protection authority. If compelled to disclose Controller Personal Data to a law enforcement agency, then Processor will give Controller reasonable notice of the demand to allow Controller to seek a protective order or other appropriate remedy to the extent Processor is legally permitted to do so.

9.2 Consumer Access Requests. Taking into account the nature of the Processing, Processor shall (at Controller's request and expense) provide reasonable cooperation to enable Controller to respond to any requests from applicable data protection authorities or a Verifiable Consumer Request to exercise rights (to the extent available to them under Data Protection Laws) of:

access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to Processing, not to be subject to automated individual decision making, opt-out of the Sale or Sharing of Personal Data, or the right not to be discriminated against, in each case solely to the extent relating to the Processing of Controller Personal Data through the Services under the Agreement. In the event that any Verifiable Consumer Request is made directly to Processor where such request identifies Controller, Processor shall not respond to such communication directly without Controller's prior authorization, unless legally compelled to do so, and instead, after being notified by Processor, Controller shall respond to the Verifiable Consumer Request. If Processor is required to respond to such a Verifiable Consumer Request, Processor will promptly notify Controller and provide Controller with a copy of the Verifiable Consumer Request unless legally prohibited from doing so.

9.3 Records. Controller acknowledges that Processor may be required under applicable Data Protection Laws to: (a) collect and maintain records of certain information, including the name and contact details of each Data Processor and/or Data Controller on behalf of which Processor is acting and, where applicable, of such Data Processor's or Data Controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if applicable Data Protection Laws apply to the Processing of Controller Personal Data, Controller will, where requested, provide such information to Processor via the Services or other means provided by Processor, and will ensure that all information provided is kept accurate and up-to-date.

9.4 Data Protection Impact Assessment. To the extent Processor is required under applicable Data Protection Laws, Processor shall (at Controller's request and expense) provide reasonably requested information regarding the Services to enable the Controller to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

10. Relationship with the Agreement

The parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment or exhibit the parties may have previously entered into in connection with the Services. Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Controller Personal Data.

Controller's remedies and Processor's liability with respect to any breach of this DPA by Processor, its affiliates, or its Sub-processors will be subject to the aggregate limit of liability in

the Agreement. Notwithstanding any other provision of this DPA, each party's aggregate liability for all claims arising out of or related to a data breach, unauthorized access to, or unauthorized disclosure of Controller Personal Data shall not exceed one million dollars ($1,000,000).

This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws or the SCCs.

Processor certifies that it understands its obligations under this DPA and shall comply with them.

This DPA is executed by the parties upon execution of an Order Form referencing the Agreement, as provided in Section 13.1 of the Agreement, and is effective as of the Effective Date.

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