HORIZON3 TERMS OF SERVICE

By clicking **"I accept"** (or a similar button), signing an Order Form that references these Terms of Service ("**ToS**"), or accessing or using the Services, you accept these ToS on behalf of the company or other legal entity you represent ("Customer"). You confirm that you have authority to bind Customer. If you do not have that authority, or Customer does not accept these ToS, do not accept them and do not access or use the Services.

These ToS are between Horizon 3 AI, Inc. (**"Horizon3"**) and Customer and take effect on the date Customer first accepts them (the **"Effective Date"**). These ToS, the Order Form(s), the DPA, and any addendum or exhibit agreed by the Parties together form this "Agreement." Horizon3 and Customer are each a **"Party"** and together the **"Parties."**

Horizon3 has developed the Services (as defined below) and offers them on a subscription basis. Customer wants to access and use the Services, and Horizon3 wants to provide that access, on the terms of this Agreement.

The Parties agree as follows:

1. DEFINITIONS.

1.1 ***"Affiliate(s)"*** means a corporation, partnership, or other entity controlling, controlled by, or under common control with a Party, but only while that control exists. "Control" means direct or indirect ownership of more than fifty percent (50%) of the voting rights in an entity (or equivalent rights for a non-corporate entity).

1.2 ***"Asset"*** means a unique system, host, device, service, or other resource identified by the NodeZero platform as a single asset instance, based on NodeZero's asset correlation algorithm. That algorithm correlates and matches across attributes including hostname, IP address and subnet, external domain name and associated CNAMEs, MAC address, cloud resource identifiers, operating system fingerprints, and SSL certificates.

1.3 **"*Authorized User*"** means Customer's Affiliates, employees, consultants, contractors, and agents who are: (i) authorized by Customer to access and use the Services under the rights granted in this Agreement; and (ii) covered by a purchased access entitlement or by Evaluation Use under Section 2.7 (Evaluation Use).

1.4 **"*Customer Data*"** means any information, data, or content provided by Customer through the Services. Customer Data does not include Usage Data, user interaction data, or similar platform analytics collected by Horizon3.

1.5 **"*Documentation*"** means Horizon3's user manuals, handbooks, guides, technical specifications, and all other similar materials relating to the Services that Horizon3 provides to Customer.

1.6 ***"DPA"*** means the Data Processing Agreement available at https://horizon3.ai/wp-content/uploads/2026/11/Data-Processing-Agreement_Clickthrough-V.1.1.pdf, which governs the processing of personal data (as defined in the DPA, "Personal Data") in connection with the Services. The DPA is incorporated into this Agreement by reference.

1.7 **"Fully Qualified Domain Name**" or **"FQDN**" means the complete domain name that uniquely identifies a host on a network.

1.8 **"*Horizon3 IP*"** means all intellectual property and proprietary materials owned, developed, or licensed by Horizon3, whether pre-existing or created while providing the Services. This includes software, algorithms, tools, processes, analytics models, threat intelligence, configurations, techniques, documentation, templates, scripts, interfaces, data models, dashboards, and any updates, enhancements, modifications, or derivative works of any of them. Horizon3 IP also includes all Usage Data.

1.9 **"Intellectual Property Rights"** means all rights and forms of protection worldwide, whether registered or unregistered, under patent, copyright, trademark, trade secret, database, moral rights, mask work, and sui generis laws, and all similar rights, including all applications, registrations, renewals, extensions, continuations, and foreign counterparts. Intellectual

Property Rights include rights in software, source code, object code, algorithms, models, inventions, works of authorship, documentation, processes, methods, know-how, and other proprietary technology.

1.10 **"Licensed Web Application**" means a unique web application identified by the Services based on its FQDN. Unless Horizon3 expressly agrees otherwise in writing, each unique FQDN is one (1) Licensed Web Application for licensing purposes. Different FQDNs (for example, app.example.com and api.example.com) are separate Licensed Web Applications. URLs, paths, query strings, protocols, and ports associated with the same FQDN are part of the same Licensed Web Application.

1.11 **"*Order Form*"** means each ordering document (including attachments), including any online order, registration, or evaluation sign-up page, that Horizon3 and Customer sign or accept electronically and that references this Agreement, as the Parties may amend in writing. All Order Forms are part of this Agreement. If Customer purchases the Services through a Horizon3 Partner (as defined in Section 4.1 (Partner Transactions)), the applicable order form is the order form between Customer and the Partner.

1.12 **"Reports"** means the static or downloadable findings, attack paths, vulnerability analyses, risk prioritizations, remediation recommendations, summaries, and retest or verification results generated by Horizon3's NodeZero from Customer's authorized use of the Services. Reports do not include the Services, Horizon3 IP, Usage Data, models, methodologies, templates, generalized threat intelligence, or other proprietary technology embedded in or underlying those outputs.

1.13 **"*Services*"** means the Horizon3 software-as-a-service offering described in an Order Form, including Horizon3's NodeZero platform ("NodeZero"), the Documentation, and any updates that Horizon3 may, in its sole discretion and subject to Section 6.3 (Support and Service Level Agreement), make to the Services from time to time.

1.14 **"*Usage Data*"** means aggregated and anonymized data about how the Services operate and are used, such as performance metrics, diagnostic data, and general security trends. Usage Data does not identify Customer, its Authorized Users, systems, or assets, and does not include Customer Data, Personal Data, or Customer's Confidential Information in identifiable form.

2. ACCESS AND USE.

2.1 **Provision of Access and License**. Subject to Customer's payment of Fees (as defined in Section 4.2 (Fees)) (except during Evaluation Use under Section 2.7 (Evaluation Use)) and compliance with this Agreement, Horizon3 grants Customer a non-exclusive, non-transferable (except under Section 10.7 (Assignment)), royalty-free, worldwide right to access and use the Services during the applicable Order Form Term or Evaluation Period for its internal business purposes, subject to Section 2.7 (Evaluation Use) during Evaluation Use. Customer may permit Authorized Users to use the Services in accordance with this Agreement. Customer has a perpetual, irrevocable license to use any data, Reports, analysis, or other content resulting from Customer's use of the Services, solely for Customer's internal security purposes. This license does not extend to ownership of Horizon3 IP, Usage Data, models, methodologies, or templates embedded in or underlying the Reports. If Customer purchases Web Application functionality under an Order Form, Customer may use that functionality only with the number of Licensed Web Applications purchased under that Order Form.

2.2 **Customer Use Restrictions**. Customer will not use the Services or Documentation beyond the scope of the rights granted in this Agreement or the applicable Order Form. Without limiting the previous sentence, Customer will not, and will not permit any Authorized User to, directly or indirectly: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any way 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; (vi) publish or disclose the results of any benchmark or comparative testing of the Services; or (vii) use the Services or Documentation to develop a product or service that may be directly competitive with the Services.

2.3 Customer Responsibilities. Customer is solely responsible for: (a) all uses of the Services and all acts and omissions of Authorized Users; (b) defining the scope of the Services, including identifying the systems, environments, Assets, and Licensed Web Applications to be tested, whether for internal or external testing; and (c) ensuring that any external penetration testing is properly authorized and complies with all applicable third-party terms, conditions, and requirements.

2.4 Horizon3 Responsibilities. Horizon3 will maintain (a) commercially reasonable, industry-standard administrative, technical, and physical safeguards designed to protect Customer Data and Customer's Confidential Information against unauthorized access, use, disclosure, alteration, or destruction; and (b) an incident response process, and will use commercially reasonable efforts to notify Customer of any security incidents affecting Customer Data or Customer's Confidential Information in accordance with this Agreement.

2.5 Suspension of Access. Horizon3 may temporarily suspend Customer's or any Authorized User's access to the Services if Horizon3 reasonably determines that: (a) there is a threat or attack on its systems; (b) Customer's or an Authorized User's use of the Services poses a security risk or disrupts Horizon3's systems or other customers; (c) Customer or an Authorized User is using the Services for fraudulent or illegal activities; (d) providing the Services to Customer is prohibited by law; or (e) Horizon3's access to third-party services required for Customer's use of the Services has been suspended or terminated. Horizon3 will use commercially reasonable efforts to notify Customer of any suspension and to restore access as soon as the issue is resolved. Any suspension under subsection (a) that is not attributable to Customer or an Authorized User, or under subsection (e), will count as downtime under the Service Level Agreement, and the service credits available under the Service Level Agreement are Horizon3's entire liability and Customer's sole and exclusive remedy for that suspension. Except as provided in the previous sentence, Horizon3 is not liable for any damages, losses (including loss of data or profits), or other consequences resulting from a suspension under this Section 2.5.

2.6 Monitoring and Law Enforcement. Horizon3 may monitor access to and use of the Services including to verify Customer's compliance with the usage limits, access restrictions, and licensing metrics in this Agreement and to protect the security and integrity of the Services. Horizon3 may investigate any violations of this Agreement or activities affecting the Services and may cooperate with law enforcement authorities. Unless prohibited by law, Horizon3 will promptly notify Customer of any law enforcement inquiries related specifically to Customer's or its Authorized Users' use of the Services.

2.7 Evaluation Use.

(a) Scope. If an Order Form, including a Partner's order form, designates the Services as an evaluation, Customer may use the Services under that Order Form only to decide whether to buy a subscription ("Evaluation Use"). Evaluation Use may include testing Customer's production environments. If Customer exceeds the scope limits in the Order Form, Horizon3 may suspend access.

(b) Evaluation Period. Evaluation Use lasts for the period stated in the Order Form or, if none is stated, thirty (30) days from first access (the "Evaluation Period"). Horizon3 may extend the Evaluation Period by Notice. Notices to Customer about Evaluation Use may also be sent to any other address the Parties agree in writing.

(c) Modified Terms. During Evaluation Use: (i) no Fees are payable; (ii) Sections 4.4 (Review), 4.5 (Overages), 6.2 (Performance Warranty), 6.3 (Support and Service Level Agreement) and 7.1(c) (Other Claims) do not apply; (iii) no service credits are available under Section 2.5 (Suspension of Access); and (iv) no refund is due under Section 7.1(b)(iii) (Remedies), and termination under that Section terminates only the Evaluation Use.

(d) Liability Cap. FOR EVALUATION USE, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EVALUATION USE WILL NOT EXCEED THE GREATER OF: (I) TWENTY-FIVE

THOUSAND US DOLLARS (USD 25,000); OR (II) THE FEES, IF ANY, PAID TO HORIZON3 (DIRECTLY OR THROUGH A PARTNER) FOR THAT EVALUATION USE. THIS CAP REPLACES THE CAP IN SECTION 8.2 (LIABILITY CAP), AND SECTION 8.3 (EXCEPTIONS) APPLIES TO IT IN THE SAME WAY.

(e) Termination. Either Party may terminate Evaluation Use immediately on Notice, without the cure period in Section 9.2 (Termination for Cause), if the other Party materially breaches this Agreement. For Customer, a material breach includes a breach of Section 2.3 (Customer Responsibilities) and use beyond the scope limits in the Order Form.

(f) Expiration; Conversion. If the Parties enter into a paid Order Form, this Section 2.7 no longer applies from its Order Form Start Date. Otherwise, Horizon3 will delete Customer Data within ninety (90) days after the Evaluation Period expires or is terminated, subject to the retention exceptions in Section 5.4 (Expiration or Termination).

3. DATA AND INTELLECTUAL PROPERTY RIGHTS.

3.1 **Customer Data.** Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer is solely responsible for the accuracy and legality of, and how Customer acquires, Customer Data. Customer grants Horizon3 a non-exclusive, royalty-free, worldwide license to access, display, use, and reproduce Customer Data solely as necessary for Horizon3 to provide the Services to Customer and to generate Usage Data and represents and warrants that it has all rights necessary to grant that license.

3.2 **Usage Data**. Horizon3 owns all right, title, and interest, including all Intellectual Property Rights, in and to Usage Data. Customer grants Horizon3 a non-exclusive, worldwide, royalty-free license to generate Usage Data from information processed in connection with the Services, including Customer Data. Horizon3 may use Usage Data to operate, secure, maintain, develop, and improve the Services, including to train and tune Horizon3's machine-learning models, and to develop and publish aggregated benchmarks, security research, and threat intelligence. Horizon3 will not use Usage Data to identify or re-identify Customer, its Authorized Users, systems, or assets, and will not disclose identifiable Customer Data or Customer's Confidential Information through its use of Usage Data.

3.3 **Intellectual Property Ownership**. Except for the limited rights and licenses expressly granted to Customer in this Agreement, nothing in this Agreement grants to Customer, by implication, waiver, estoppel, or otherwise, any right, title, or interest in or to any Intellectual Property Rights, including in any software, the Services, or any other Horizon3 IP. As between the Parties, each Party retains all right, title, and interest, including all Intellectual Property Rights, in and to its respective intellectual property, whether owned or controlled by that Party before the Effective Date or developed by or for that Party independently of this Agreement. Except for the limited rights and licenses expressly granted in this Agreement, nothing in this Agreement transfers, assigns, or grants any ownership interest in that intellectual property to the other Party, whether by implication or otherwise.

3.4 **AI Model Training.** Customer will not and will not permit any Authorized User or third party to use the Services, or any Reports, telemetry, output logs, command responses, attack simulation data, or other data or output generated by the Services ("Outputs"), to directly or indirectly train, fine-tune, improve, or develop any machine learning, artificial intelligence, or automated decision-making system ("AI System"). This includes any AI System designed to detect, emulate, or respond to cybersecurity threats or attacks that competes or is intended to compete with the Services. Customer may input Outputs into AI Systems solely for the internal security purposes permitted under Section 2.1 (Provision of Access and License), subject to the restrictions in this Section 3.4. Any breach of this Section 3.4 is a material breach of this Agreement. Horizon3 will not, and will not permit any third party to, use Customer Data to directly or indirectly train, fine-tune, or improve any AI System. This restriction does not apply to Usage Data under Section 3.2 (Usage Data).

3.5 **Feedback.** If Customer or any Authorized User provides suggestions, comments, or recommendations relating to the Services, Horizon3 IP, or Horizon3's business (**"Feedback"**), Horizon3 has a perpetual, irrevocable, worldwide, royalty-free license to use that Feedback for any purpose, without attribution or compensation to Customer. Feedback is not Customer's

Confidential Information. Horizon3 is not required to use any Feedback. If Horizon3 does use Feedback, it will not identify Customer.

4. FEES, REVIEW AND OVERAGES.

4.1 Partner Transactions. If Customer purchases the Services through a Horizon3 authorized reseller, distributor, or other channel partner (**"Partner"**), the commercial terms in Sections 4.2 (Fees) and 4.3 (Taxes) and the fee-increase limit in Section 9.1 (Term of Agreement; Order Form Term) do not apply. Terms of sale will be solely between Customer and the Partner under a separate agreement. All other terms of this Agreement remain in full force and effect.

4.2 **Fees.** Customer will pay Horizon3 the fees (**"Fees"**) set out in the applicable Order Form without offset or deduction. All undisputed Fees are due within thirty (30) calendar days of Customer's receipt of the applicable invoice. All Order Forms are non-cancelable, and all Fees are non-refundable, except as provided in Sections 6.2 (Performance Warranty), 7.1(b) (Remedies), and 9.3 (Effect of Expiration or Termination) or as otherwise agreed by the Parties.

4.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges imposed by any governmental or regulatory authority on amounts payable by Customer under this Agreement, other than taxes imposed on Horizon3's income.

4.4 Review. Horizon3 may request information reasonably necessary to verify Customer's compliance with the usage limits, access restrictions, and licensing metrics in this Agreement. Horizon3 may make that request if: (a) its monitoring under Section 2.6 (Monitoring and Law Enforcement) identifies, or reasonably suggests, usage beyond the licensed scope; (b) monitoring data is incomplete or unavailable; or (c) Horizon3 cannot otherwise reasonably verify compliance using its own records. Horizon3 may make a request no more than once in any twelve (12) month period, on at least ten (10) business days' prior written notice. If reasonably necessary, Horizon3 or an independent auditor may remotely review Customer's relevant records, systems, and usage information. Any auditor must be bound by written confidentiality obligations no less protective than those in this Agreement. Reviews will take place during normal business hours and will not unreasonably interfere with Customer's business operations. Customer will cooperate in good faith and provide access to relevant records, systems, and personnel as Horizon3 reasonably requests. Section 4.5 (Overages) applies to any excess use the review reveals. If the overage Fees exceed five percent (5%) of the Fees paid for the period reviewed, Customer will also reimburse Horizon3's reasonable review costs.

4.5 Overages.

(a) Notice. If Horizon3's monitoring under Section 2.6 (Monitoring and Law Enforcement) or a review under Section 4.4 (Review) shows that Customer has exceeded the licensed scope of the Services, Horizon3 will notify Customer in writing of the excess use and the Fees due. The licensed scope includes the quantity of Asset licenses and Licensed Web Applications purchased under an Order Form.

(b) Partner Purchases. If Customer purchased the Services through a Partner, Horizon3's notice will identify only the excess use, and Customer will purchase that excess use through the Partner.

(c) Pricing. Overage Fees are charged at the per-unit rates in the applicable Order Form. They are prorated from the date the excess use began, as shown in Horizon3's records, through the end of the then-current Order Form Term.

(d) Payment and Disputes. Customer will pay overage Fees within thirty (30) calendar days of receiving the notice. Within that period, Customer may dispute the notice in good faith by written notice stating the disputed amount and its basis. Customer will pay any undisputed portion when due. Any disputed amount agreed or determined to be owed under Section 10.6 (Governing Law & Dispute Resolution) is due within thirty (30) calendar days of that agreement or determination. A notice not disputed within that period is final and binding. Failure to timely pay undisputed Fees after notice is a material breach under Section 9.2 (Termination for Cause).

5. CONFIDENTIAL INFORMATION.

5.1 Confidential Information. "Confidential Information" is information that one Party provides to the other in connection with this Agreement, orally or in writing, that is designated as

confidential or that reasonably should be considered confidential given its nature or the circumstances of disclosure. Customer's Confidential Information includes Customer Data. Horizon3's Confidential Information includes Horizon3 IP. Confidential Information does not include information that, at the date of disclosure or afterwards: (a) is or becomes generally known or available to the public through no act or failure to act by the receiving Party; (b) was rightfully known, without restrictions, by the receiving Party before receiving it; (c) was rightfully acquired by the receiving Party, without restrictions, from a third party who has the right to disclose it; or (d) was independently developed by or for the receiving Party without use of or reference to the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information if a valid order of a court or other government entity with jurisdiction requires it. In that case, the receiving Party must give the disclosing Party prompt written notice of the order so that the disclosing Party can challenge the disclosure.

5.2 **Degree of Care.** Each Party will maintain the confidentiality of Confidential Information received during or before entering into this Agreement using the degree of care that it uses to protect its own Confidential Information of a similar kind, and at least reasonable care.

5.3 **Disclosure Rights.** Either Party may confidentially disclose the terms of this Agreement and other Confidential Information to its advisors, attorneys, bona fide potential acquirers, investors, or other funding sources for due diligence. Either Party may disclose this information to a government or regulatory authority with jurisdiction over it or its Affiliates in connection with regulatory oversight. The receiving Party may also disclose Confidential Information to its employees, representatives, and other agents who need it for purposes of this Agreement and who are bound by written confidentiality obligations at least as protective as those in this Section 5.

5.4 **Expiration or Termination.** On expiration or termination of this Agreement or any Order Form, the receiving Party will return or destroy the disclosing Party's Confidential Information, including by permanently removing it from any storage devices or hosting environments under the receiving Party's control. At the disclosing Party's request, the receiving Party will certify in writing that it has done so. The receiving Party is not required to destroy or return Confidential Information to the extent retention is required by law, regulation, legal or judicial process, audit requirements, regulator or self-regulatory inquiries, document-retention policies, or automated backup or archiving procedures, but all retained Confidential Information remains subject to this Section 5.

6. LIMITED WARRANTIES; WARRANTY DISCLAIMER.

6.1 **Mutual Warranties.** Each Party represents and warrants to the other that: (a) it has the authority and capability to enter into this Agreement and to perform its obligations under it, including, for Customer, authorizing internal and external penetration testing on systems, assets, and Licensed Web Applications defined by Customer; (b) the acceptance and performance of this Agreement by that Party have been duly authorized and will not violate any applicable laws, regulations, or contractual obligations; (c) it has obtained all necessary consents, licenses, and approvals required to perform its obligations under this Agreement; (d) this Agreement is a valid and binding obligation, enforceable in accordance with its terms; and (e) it will comply with all applicable laws and regulations in connection with the Services and this Agreement.

6.2 **Performance Warranty.** During the applicable Order Form Term, Horizon3 warrants that the Services will conform in all material respects to the then-current Documentation. If Customer notifies Horizon3 in writing of a breach of this warranty during the applicable Order Form Term, Horizon3's entire liability and Customer's sole and exclusive remedy will be, at Horizon3's option, to: (a) reperform, modify, or replace the Services so they conform to the warranty; or (b) provide a pro-rated refund. Any remedy under this Section will not extend the initial provision of the Services or any applicable update to the Services. Horizon3 has no obligation to correct, and makes no warranty with respect to, errors caused by: (i) use of the Services in a manner inconsistent with the Documentation or this Agreement; or (ii) third-party hardware or software, including misuse, modification, or malfunction of any of them.

6.3 **Support and Service Level Agreement**. Horizon3 will provide the support services purchased by Customer in accordance with its Support Policy, available at https://www.horizon3.ai/support-policy/, and the service-level commitments in its Service Level Agreement, available at https://horizon3.ai/wp-content/uploads/2026/11/SLA.pdf, each incorporated into this Agreement by reference and as updated from time to time. Horizon3 will not materially reduce the support or service-level commitments applicable to Customer during the applicable Order Form Term.

6.4 Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL HORIZON3 IP PROVIDED UNDER THIS AGREEMENT, INCLUDING THE SERVICES, IS PROVIDED "AS IS" AND HORIZON3 DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HORIZON3 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HORIZON3 MAKES NO WARRANTY OF ANY KIND THAT THE HORIZON3 IP OR ANY SERVICES OR RESULTS OF THEIR USE WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, IDENTIFY ALL VULNERABILITIES OR WEAKNESSES IN CUSTOMER'S SYSTEMS, ASSETS, OR LICENSED WEB APPLICATIONS, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF EXPLICITLY INCLUDED IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE OR ERROR FREE.

7. INDEMNIFICATION.

7.1 Horizon3 Indemnification.

(a) IP Indemnity. Horizon3 will defend Customer and its Affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns against any third-party claim, suit, action, or proceeding (**"Third-Party Claim"**) alleging that the Services infringe that third party's Intellectual Property Rights. Horizon3 will pay all amounts finally awarded by a court of competent jurisdiction or agreed to in settlement for that Third-Party Claim. This obligation does not apply to any Third-Party Claim based in whole or in part on: (i) Horizon3's compliance with Customer's specifications; or (ii) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided or expressly authorized by Horizon3 in the Documentation or in writing.

(b) Remedies. If the Services or any component of them become, or in Horizon3's opinion are likely to become, the subject of a Third-Party Claim under Section 7.1(a) (IP Indemnity) (each an **"Allegedly Infringing Item"**), Horizon3 will use reasonable efforts, at its cost, to: (i) get for Customer the right to continue using the Allegedly Infringing Item at no additional cost to Customer; (ii) replace or modify the Allegedly Infringing Item to make the Services no longer infringing; or (iii) if neither (i) nor (ii) is reasonably commercially available to Horizon3 and the Allegedly Infringing Item is a material part of the Services, either Party may terminate this Agreement on written notice, and Horizon3 will refund unused, prepaid Fees for the remainder of the then-current Order Form Term.

(c) Other Claims. Horizon3 will defend Customer and its employees, contractors, agents, representatives, successors, and assigns against any Third-Party Claim: (i) related to Horizon3's fraud, gross negligence or willful misconduct; or (ii) related to Horizon3's violation of any applicable law in connection with its provision of the Services.

7.2 Customer Indemnification. Customer will defend Horizon3 and its Affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns against any Third-Party Claim to the extent the claim arises from: (i) an allegation that Customer Data, or any use of Customer Data in accordance with this Agreement, infringes or misappropriates a third party's rights; (ii) Customer's or any Authorized User's (a) fraud, gross negligence or willful misconduct, (b) violation of any applicable law, (c) use of the Services in a way not authorized by this Agreement, or (d) use of the Services in combination with data, software, hardware, equipment, or technology not provided or expressly authorized by Horizon3 in writing; or (iii) Customer-directed testing against systems for which Customer lacks authorization, including claims that the testing violated applicable third-party terms, policies, or agreements. Customer will pay all amounts finally awarded by a court of competent jurisdiction or agreed to in settlement for that Third-Party Claim.

7.3 **Indemnity Procedures.** In this Section, the Party seeking indemnification is the **"Indemnified Party"** and the Party from whom indemnification is sought is the **"Indemnifying Party."** The Indemnified Party will provide the Indemnifying Party: (a) prompt written notice of any Third-Party Claim (failure to provide notice will not relieve the Indemnifying Party of its obligations except to the extent of material prejudice); (b) sole control over the defense and settlement of the Third-Party Claim (the Indemnifying Party may not settle any Third-Party Claim in a way that imposes any non-monetary obligation on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed); and (c) all reasonable cooperation, at the Indemnifying Party's request and expense, in the defense and settlement of the Third-Party Claim. The Indemnified Party may participate in the defense or settlement at its own expense and with its own counsel. If the Indemnifying Party refuses to defend, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

7.4 **Sole Remedy for IP Infringement.** SECTION 7.1 (HORIZON3 INDEMNIFICATION) IS HORIZON3'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. LIMITATIONS OF LIABILITY.

8.1 EXCLUSION OF DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THAT PARTY WAS ADVISED OF THE POSSIBILITY OF THOSE LOSSES OR DAMAGES OR THEY WERE OTHERWISE FORESEEABLE.

8.2 LIABILITY CAP. NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE TOTAL AMOUNTS PAID TO HORIZON3 (DIRECTLY OR THROUGH A PARTNER) UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE CLAIM.

8.3 EXCEPTIONS. THE EXCLUSION IN SECTION 8.1 (EXCLUSION OF DAMAGES) AND THE LIMITATION IN SECTION 8.2 (LIABILITY CAP) WILL NOT APPLY TO: (I) A PARTY'S INDEMNITY OBLIGATIONS; (II) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; (III) CUSTOMER'S OBLIGATION TO PAY FEES; (IV) CUSTOMER'S BREACH OF SECTION 2.2 (CUSTOMER USE RESTRICTIONS) OR SECTION 3.4 (AI MODEL TRAINING); OR (V) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. TERM AND TERMINATION.

9.1 **Term of Agreement; Order Form Term.** This Agreement starts on the Effective Date and continues until all Order Forms have expired or been terminated and any Evaluation Period has ended. Subscriptions to the Services start on the Order Form Start Date and continue for the Order Form Term, both as defined in the applicable Order Form. Fee increases may occur only on renewal of an Order Form, no more than once annually, and will not exceed five percent (5%) over the prior year's per-Asset and per-FQDN pricing for the applicable Services, as long as the licensed scope and Asset counts remain unchanged.

9.2 **Termination for Cause.** A Party may terminate this Agreement or an Order Form: (a) on thirty (30) days' written notice to the other Party of a material breach of this Agreement (including any breach arising under Section 2.2 (Customer *Use Restrictions*) or Section 6.1 (*Mutual Warranties*)) if that breach remains uncured at the end of the notice period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to

insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.3 **Effect of Expiration or Termination**. On expiration or earlier termination of this Agreement or an Order Form, Customer must immediately stop using the Services under that Order Form, and must delete, destroy, or return all copies of the Documentation and, as applicable, other Horizon3 IP. Customer's obligation to pay all Fees that became due before expiration or termination survives. If Customer terminates for cause under Section 9.2 (Termination for Cause), Horizon3 will refund any unused, prepaid Fees for the remainder of the then-current Order Form Term.

9.4 **Survival.** Any provisions of this Agreement that by their nature should survive expiration or termination of this Agreement will survive, including provisions regarding confidentiality, intellectual property rights, indemnification, limitations of liability, and any payment obligations accrued before expiration or termination.

10. MISCELLANEOUS.

10.1 **Entire Agreement.** This Agreement, together with any documents incorporated by reference, is the entire agreement of the Parties about its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, about that subject matter. If there is a conflict among the documents forming this Agreement, the following order of precedence applies (highest to lowest): (a) these ToS; (b) the DPA; (c) the applicable Order Form; and (d) any other exhibit or addendum. If Customer and Horizon3 have signed a separate agreement that governs Customer's use of the Services, that agreement governs instead of these ToS. Acceptance of these ToS by an Authorized User does not amend that agreement or create a separate agreement with that Authorized User.

10.2 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a **"Notice"**) must be in writing. Notices to Horizon3 must be sent by email to legal@horizon3.ai or by courier or mail to Horizon 3 AI, Inc., Attn: Legal, 8 The Green Suite 18082, Dover, Delaware 19901. Notices to Customer must be sent to the address in the applicable Order Form or, if there is none (including if Customer purchased the Services through a Partner), to the email address associated with Customer's account. Either Party may designate a different address by Notice to the other Party under this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). 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 this Section.

10.3 **Force Majeure.** Neither Party will be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations (except payment obligations) if and to the extent caused by circumstances beyond that Party's reasonable control, including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo or new export or trade restrictions.

10.4 **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver of any provision of this Agreement is effective unless it is explicitly in writing and signed by the waiving Party. Except as otherwise provided in this Agreement: (a) no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement is a waiver of it; and (b) no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise of it or the exercise of any other right, remedy, power, or privilege.

10.5 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that invalidity will not affect any other provision or invalidate that provision in any

other jurisdiction. The Parties will negotiate in good faith to modify this Agreement to carry out their original intent as closely as possible.

10.6 **Governing Law & Dispute Resolution**. This Agreement, and any disputes arising out of or in connection with it, are governed by the laws specified in the table below, based on the location of Customer's principal place of business. Before initiating litigation, the Parties will attempt in good faith to resolve any dispute through escalation to senior executives of each Party with authority to settle the matter, for a period of not less than thirty (30) days following written notice of the dispute. Each Party irrevocably submits to the exclusive jurisdiction of the courts in the corresponding row. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Customer HQ Location	Governing Law	Additional Exclusions	Exclusive Jurisdiction
United States or anywhere in Latin America and the Caribbean	The laws of the State of Delaware, without regard to its conflict of laws principles	To the extent permitted by law, the Uniform Computer Information Transactions Act (UCITA), or any similar federal or state laws or regulations, do not apply to this Agreement	The federal and state courts located in the State of Delaware
Canada	The laws of the Province of Ontario, without regard to conflict of laws principles	None	The courts of Ontario sitting in the City of Toronto
United Kingdom	The laws of England and Wales, without regard to conflict of laws principles	None	The courts of London, England
All other locations	The laws of the Kingdom of the Netherlands, without regard to its conflict of laws principles	None	The Netherlands Commercial Court (a division of the Amsterdam District Court), with all proceedings conducted in English

10.7 **Assignment**. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party. However, either Party may assign this Agreement without the other Party's consent in connection with a merger, acquisition, other change of control, or company reorganization. Any purported assignment or delegation in violation of this Section is void. This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

10.8 **Export Regulation; Export Control**. Customer acknowledges that the Services and any other Horizon3 IP provided under this Agreement may be subject to the export control laws and regulations of the United States, the European Union, and other applicable jurisdictions. Each Party will comply fully with all applicable export and import laws, regulations, and restrictions, including the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). If Customer is established in the European Union, it will comply fully with Regulation (EU) 2021/821 (EU Dual-Use Regulation) and applicable EU sanctions regulations. Neither Party will export, re-export, transfer, or otherwise make available the Services or Outputs to any country, individual, or entity prohibited under applicable laws.

Neither Party will sell or distribute Horizon3 IP to any party or for any use that may violate these laws. Nothing in this Section requires either Party to take any action prohibited by mandatory laws applicable to that Party. Customer will provide all necessary information and cooperation to help comply with these requirements.

10.9 **U.S. Government Rights (US Government Customers only).** The Documentation and software components that constitute the Services are "commercial items" as defined in 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212. If Customer is a U.S. Government agency or a contractor of one, Customer acquires only those rights in the Services and Documentation granted to all other end users, in accordance with (a) 48 C.F.R. §§ 227.7201–227.7204 for Department of Defense agencies and their contractors, or (b) 48 C.F.R. § 12.212 for all other U.S. Government agencies and their contractors.

10.10 **Equitable Relief.** The Parties agree that a breach or threatened breach of any obligation under Section 2 (Access and Use), Section 3.4 (AI Model Training), or Section 5 (Confidential Information) may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy. If a breach or threatened breach occurs, the non-breaching Party may seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. The non-breaching Party is not required to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. These remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

10.11 **Anticorruption Laws.** Each Party is familiar with the U.S. Foreign Corrupt Practices Act (the **"FCPA"**) and will comply with it and any applicable local anticorruption laws. Neither Party will, directly or indirectly, offer, give, or authorize the provision of anything of value to any government official, political party, or candidate to influence an official act or to obtain or retain business related to the Services. Customer will not violate or knowingly allow any violation of the FCPA or any other applicable anticorruption or antibribery laws and confirms that no payment it makes will be a bribe, kickback, influence payment, rebate, or any other form of improper payment prohibited by those laws.

10.12 **Logo.** Horizon3 will not use Customer's name or logo without Customer's prior written consent in each instance. If Customer consents, Horizon3 may use Customer's name and logo to identify Customer as a user of the Services in marketing materials (including its website, case studies, presentations, and other promotional content).

10.13 **Relationship of Parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship. Neither Party has the authority to bind the other or act on the other's behalf without the other Party's express written consent.

10.14 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, confers any rights, benefits, or remedies on any person or entity other than the Parties.

10.15 **Electronic Acceptance; Counterparts.** Customer may accept this Agreement electronically, including by clicking to accept or by signing an Order Form electronically. Electronic acceptance, including via e-signature platforms, has the same legal effect as an original signature. Horizon3 will keep a record of each acceptance and of the version of these ToS accepted. Order Forms may be executed in counterparts, each of which is an original, but all of which together constitute one agreement.