



Master Subscription Agreement Rev. Mar. 2025

This Master Subscription Agreement and each Order Form (together, the “**Agreement**”) govern the use by the entity named in the Order Form as the “**Customer**” of Cynamics’ proprietary online platform (the “**Platform**”) described therein.

1. **Subscription.** Cynamics grants to Customer a nonexclusive, non-sublicensable, non-transferable license during each subscribed Initial Term identified in the applicable Order Form and any renewals thereof **(i)** to use and access the Platform solely for Customer’s internal business use in Customer’s own operations and **(ii)** to use and further disseminate the Output Data for any reasonable business purpose (“**Subscriptions**”). “**Output Data**” means the reports, notifications and other information that the Platform may generate, provide or make available to Customer, whether through Cynamics’ website, an API, Email, SMS notification, output file, or otherwise.
2. **Intellectual Property Rights.** Cynamics retains all right, title, and interest in and to the Platform and Output Data. Except for Customer’s limited subscription license to access and use the Platform and the Output Data hereunder, the Agreement does not grant Customer or assign to Customer any right, title, or interest in or to the Platform or the intellectual property rights associated with it. All right, title and interest, including all copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Platform or any part thereof, in any code, structure, implementation, algorithms, graphic design, layout and the user interfaces of the Platform, and in any work product or Output Data created in the course of use and operation of the Platform, as well as any and all code, scripts and other deliverables created, produced, delivered and otherwise made available by Cynamics for Customer’s use with the Platforms, are and will remain and be at all times owned by Cynamics.
3. **Licenses.** Customer hereby grants to Cynamics **(i)** a worldwide, fully-paid, royalty-free, non-exclusive license during the term of this Agreement to use, host, copy, transmit and display Customer’s data as input by or for Customer into the Platform, to permit Cynamics to create Output Data to facilitate Customer’s use of the Platform in accordance with the Agreement and **(ii)** a worldwide, perpetual, irrevocable, fully-paid, royalty-free, exclusive license to process, handle, use, and disclose (itself or using trusted third party service providers) any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its users relating to the functionality and/or operation of the Platform (“**Feedback**”) to provide the Platform and value-added services to Customer and other customers, to enhance the Platform, to develop new products and services, for research and testing, and for any other purpose.
4. **Restrictions on Use.** Customer shall not:
 - 4.1. Modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Platform, or otherwise attempt to discover its underlying code, structure, implementation or algorithms.
 - 4.2. Directly or indirectly take any action to contest Cynamics’ intellectual property rights or infringe them in any way.
 - 4.3. Use the Platform in order to develop, or create, or permit others to develop or create a product or service similar or competitive to the Platform.
 - 4.4. Offer access to or use of the Platform to third parties by any means or methods, or permit any unauthorized person to access or use the Platform.
 - 4.5. Do or attempt any of the following: **(i)** breach the security of the Platform, or identify, probe or scan any security vulnerabilities in the Platform; **(ii)** access data or accounts Customer is not

authorized to access; **(iii)** interfere with, circumvent, or disrupt the operation or the functionality of the Platform; **(iv)** work around any technical limitations in the Platform; **(v)** use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Platform; **(vi)** collect or process information or data about the Platform's subscribers; **(vii)** send any virus, worm, Trojan horse or other malicious or harmful code or attachment to or through the Platform; or **(viii)** use robots, crawlers and similar applications to scrape, harvest, collect or compile data or content from or through the Platform.

- 4.6. Use the Platform for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law.

Cynamics may suspend or terminate Customer's account on and access to the Platform, without prior notice, if Cynamics, in its sole discretion, believes that Customer or any of its users has engaged in fraudulent or abusive use, or misuse, of the Platform or otherwise breached the Agreement.

5. **Support.** During the Initial Term and any renewals thereof, Cynamics shall provide Customer with technical support for the Platform ("**Support Requests**"), during Cynamics' regular business hours. Cynamics will attempt to respond to Support Requests within 24 hours of filing of such request by Customer via support@cynamics.ai. Customer will cooperate, and work closely with Cynamics, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as Cynamics may reasonably request. *However, if Customer has purchased its Subscriptions to the Platform from an authorized reseller of Cynamics then all Support Requests must be made to the reseller and not to Cynamics.*

6. **Confidentiality.**

- 6.1. Each party may have access to certain non-public proprietary, confidential information or data of the other party, regardless of the manner in which it is furnished, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (together, the "**Confidential Information**"). Confidential Information shall exclude any information that **(i)** is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; **(ii)** the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; **(iii)** receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of the Agreement; or **(iv)** the receiving party can demonstrate in its records to have independently developed, without breach of the Agreement or any use of or reference to the Confidential Information.
- 6.2. The receiving party agrees: **(i)** not to disclose the disclosing party's Confidential Information to any third parties other than to its, directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only and provided that such Representatives are bound by written agreements to comply with confidentiality obligations as protective as those contained herein; **(ii)** not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under the Agreement; and **(iii)** to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if receiving party is required by legal process or any applicable law, rule or regulation to disclose any of disclosing party's Confidential Information, then prior to such disclosure, receiving party will give prompt written notice to disclosing party (unless prohibited by law from so doing) so that it may seek a protective order or other appropriate relief.

- 6.3. Login to the web-based interface through which Customer may access and use the Platform is account-based and authenticated. Customer shall maintain the confidentiality of its account credentials.
- 6.4. The parties agree that any breach of this Section would cause irreparable harm to the disclosing party for which monetary damages would not be adequate and therefore, the parties agree that in the event of a breach of this Section, the disclosing party shall be entitled to seek injunctive and other equitable relief in addition to any remedies it may have hereunder or at law.

7. **Data.**

- 7.1. Customer acknowledges and agrees that communications meta-data (i.e., not the content of transmitted data) that is indicative of anomalies and potential threats in Customer's network will be used to provide the Platform to Customer, to conduct administrative and technical activities necessary to provide the Platform to Customer, and to improve Cynamics' and the Platform's ability to detect malicious behavior and cybersecurity risks.
- 7.2. Each party shall comply with all applicable data protection laws.

8. **Indemnification.**

- 8.1. Cynamics will defend and indemnify Customer and its directors, managers, officers and employees from and against any and all costs, liabilities, damages, losses and expenses (including, without limitation, reasonable legal fees) (collectively, "**Losses**") finally awarded or settled against Customer pursuant to a third party claim arising out of an allegation that the Platform infringes any intellectual property right of such third party (a "**Claim**"), except to the extent such Losses are caused by the gross negligence or intentional misconduct of Customer. Customer shall provide Cynamics with: **(i)** prompt written notice of the Claim subject to the indemnification; **(ii)** the right to control and direct the investigation, defense and settlement of such Claim; and **(iii)** reasonable cooperation in connection with such investigation, defense and settlement.
- 8.2. Cynamics shall have no obligation to defend or indemnify Customer against any Claim related to **(i)** any modification of the Platform by anybody other than Cynamics, or **(ii)** the use of the Platform in combination with other hardware, data or programs not specified by Cynamics.
- 8.3. If such a Claim is made, or in Cynamics' reasonable opinion any element of the Platform is likely to become the subject of such a Claim, Cynamics may at its expense and at its option, do one of the following: **(i)** secure the right for Customer to continue using the Platform, **(ii)** modify the Platform so that it is not infringing, or **(iii)** replace the Platform with a substitute which is functionally equivalent in all material respects. If none of the foregoing options is available on terms which are reasonable, at Cynamics' discretion, Cynamics may terminate Customer's subscription and refund all prepaid but unused Fees paid thereunder for the Platform.
- 8.4. Customer will defend and indemnify Cynamics, its directors, officers, employees, and subcontractors, from, and against, any Losses finally awarded or settled against Cynamics pursuant to a third party claim to the extent caused by **(i)** Customer's breach of any provision or representation in the Agreement, or **(ii)** data entered into the Platform by Customer, including but not limited to allegations that any processing of such data by Cynamics under the terms hereof violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, in each case except to the extent such Losses are caused by the gross negligence or intentional misconduct of Cynamics. Cynamics shall provide Customer with prompt written notice of the claim subject to the indemnification and reasonable cooperation in connection with such investigation, defense and settlement.

9. **Disclaimer of Warranties.**

9.1. Cynamics does not guarantee, makes no representation, and provides no warranty as to the reliability, effectiveness, accuracy or completeness of the Platform or Output Data, the expected business results, outcome or yields or any other operational benefits from utilizing the Platform. Customer is solely and exclusively responsible for all actions it may take in relation to the Output Data. If Cynamics receives notice of any failure or malfunction, or if it becomes aware of them by itself, Cynamics will attempt to regain the Platform's availability as soon as practicable. However, such incidents will not be considered a breach of the Agreement.

9.2. CYNAMICS PROVIDES THE PLATFORM, THE OUTPUT DATA AND THEIR USE TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. CYNAMICS DOES NOT WARRANT THAT **(I)** THE PLATFORM, THE OUTPUT DATA OR THEIR USE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION, **(II)** THE PLATFORM WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR ITS APPLICATIONS, OR WITH ANY OTHER SOFTWARE, HARDWARE, SYSTEMS, OR DATA, **(III)** CUSTOMER'S CONTENT AND APPLICATIONS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR **(IV)** THE PLATFORM, THE OUTPUT DATA AND THEIR USE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATION.

10. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY, ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNITY OBLIGATIONS UNDER SECTION 8, FOR BREACHES OF SECTION 6, OR FOR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO CYNAMICS DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

11. **Fees.** Customer shall pay Cynamics the fees and other charges set forth in each Order Form (the "**Fees**"). Unless stated otherwise in the Order Form the Fees shall be due and payable in advance and shall be paid by recurring ACH debit authorization or credit card in accordance with the instructions of Cynamics. Cynamics may suspend or discontinue Customer's access to the Platform in the case of failure to pay the Fees on the date due. Any amounts payable to Cynamics by Customer that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid. Customer shall pay all collection fees, including legal expenses, with respect to the collection of late payments. All payments under the Agreement are non-refundable. All amounts payable to Cynamics are exclusive of all taxes, levies or similar governmental charges, however designated, except for taxes based on the net income of Cynamics. If under applicable law taxes are required to be withheld, Customer shall pay Cynamics an amount such that the net amount after withholding of taxes shall equal the amount that would have been otherwise

payable under the Agreement. *However, if Customer has purchased its Subscriptions to the Platform from an authorized reseller of Cynamics then all Fees are payable to that reseller, and not to Cynamics.*

12. **Term; Termination.**

- 12.1. As respects an Order Form, this Agreement commences on the Effective Date of the Order Form, shall continue in effect for the Initial Term set forth in the Order Form, and will renew as provided in the Order Form. Each party may terminate the Agreement or any Order Form by giving thirty (30) days written notice prior to the expiry of the Initial Term or renewal thereof. In addition, each party may terminate the Agreement by giving written notice to the other party if: **(i)** the other party materially breached the payment terms of the Agreement and fails to cure the breach within five (5) days after being given written notice thereof; **(ii)** the other party materially breached the Agreement (other than its payment terms) and fails to cure the breach within twenty-one (21) days after being given written notice thereof; or **(iii)** the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 12.2. Termination of the Agreement terminates all Order Forms. Termination of an Order Form does not terminate the Agreement and any other Order Forms.
- 12.3. Upon termination or expiration of the Agreement for any reason whatsoever, **(i)** Cynamics may terminate Customer's account on the Platform and delete data stored in its systems; **(ii)** Customer will immediately cease use of the Platform; **(iii)** unless termination is due to a material uncured breach by Cynamics, all payment obligations will be accelerated and become due and payable; and **(iv)** each party shall return all Confidential Information to the other of them, keeping no copies except as may be required for compliance purposes or were created electronically pursuant to automatic or ordinary course archiving. These terms shall likewise apply to termination or expiration of an Order Form, but only as respects that Order Form. Sections 2, 3, 6, 8, 9, 10, 12 and 14 shall survive any expiration or termination of the Agreement.
13. **INSURANCE.** During the Initial Term and renewal terms of all Order Forms, Cynamics agrees to obtain and maintain insurance coverages in commercially reasonable amounts.
14. **BETA SERVICES.** From time to time, Cynamics may invite Customer to try at no charge certain services of Cynamics that are not generally available to its customers (the "**Beta Platforms**"). Customer may accept or decline any such trial in its sole discretion. Beta Platforms will be clearly designated as beta, pilot, limited release, early adopter, developer preview, non-production, evaluation or by a description of similar import. Beta Platforms are for evaluation purposes and not for production use, and are not supported. Any Beta Platforms trial period will expire upon the earlier of 3 months from the trial start date or the date that a version of the Beta Platforms becomes generally available. Cynamics may discontinue Beta Platforms at any time in its sole discretion and may never make them generally available. Cynamics will have no liability for and disclaims any harm or damage arising out of or in connection with a Beta Platform and Customer's use thereof, and Customer hereby releases, remises, and holds Cynamics harmless from any and all claims in connection therewith.
15. **Subcontracting.** Cynamics may subcontract or delegate the performance of certain obligations hereunder, provided that Cynamics remains liable to Customer for its performance under the Agreement.
16. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance (other than obligations of payment) resulting from

acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Both parties will use reasonable efforts to mitigate the effects of such events.

17. **Miscellaneous.**

- 17.1. The Agreement sets forth the entire understanding between the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous written agreements and discussions concerning the subject matter of the Agreement. Dynamics may amend this Master Subscription Agreement from time to time and will endeavor to notify Customer of any material amendments by posting the amended version of this Master Subscription Agreement [here](#). All amendments are effective immediately upon posting. Customer's continued use of the Platform following the posting of such amendments constitutes its agreement to such amendments. In the case of conflict between the Agreement and Order Form, the Order Form shall prevail. If any provision of the Agreement is determined to be void or unenforceable, such clause shall be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of the Agreement shall not be affected.
- 17.2. Dynamics may reference Customer's company name and logo in marketing materials and on Dynamics' website, subject to Customer's consent which shall not be unreasonably withheld.
- 17.3. The relationship between the Parties hereto is strictly that of independent contractors, and neither party is an agent, partner, joint venturer or employee of the other.
- 17.4. The failure of either party to enforce at any time the provisions of the Agreement shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision.
- 17.5. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflict of laws. Any disputes arising out of or in connection with the Agreement shall be brought exclusively before the state and federal courts of the Commonwealth of Massachusetts.
- 17.6. All notices given under the Agreement shall be in writing and shall be deemed to have been duly given when delivered, if delivered by reputable overnight courier during normal business hours of the recipient; or on the third business day following posting, if posted by first class U.S. mail, postage prepaid.
- 17.7. Customer may not transfer or assign its rights or obligations under the Agreement to any third party. Any purported assignment contrary to this section shall be void.

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