

## AI ATTACHMENT - TERMS AND CONDITIONS

This AI ATTACHMENT - Terms and Conditions (this “Agreement”) hereby becomes part of the Master Services Agreement (the “MSA”) between SingleHop LLC, a Delaware limited liability company (“SingleHop”), and the Customer identified in the MSA (“Customer”), and is effective as of the earlier of the date it is accepted by SingleHop (the “Effective Date”). SingleHop and Customer may each be referred to herein as a “Party” and together are the “Parties”. If no MSA between the Parties exists as of the Effective Date, the Parties agree that the applicable Master Services Agreement available at [www.singlehop.com/legal/](http://www.singlehop.com/legal/) is the MSA that governs as of the Effective Date, and that this Agreement is part of such MSA.

The Parties agree as follows:

1. Definitions. Capitalized terms not defined herein have the meanings ascribed to them in this section or otherwise in the MSA.

1.1 “AI Platform” means the software platform provided by SingleHop to Customer in accordance with this Agreement which enables SingleHop and Customer to monitor various types of server information, to manage patches, and manage or monitor other aspects of server software and performance.

1.2 “AI Agent Software” means the aspect of the AI Platform that is installed on Customer servers. AI Agent Software is based on open source code from SaltStack used under the Apache License Version 2.0 (<https://www.apache.org/licenses/LICENSE-2.0>), which SingleHop complies with.

1.3 “Commencement Date” means the date that the AI Agent Software is installed on the Customer servers.

1.4 “Customer Portal” means the online interface provided to Customer by SingleHop which allows Customer to access and provide information concerning its account and AI Platform usage.

1.5 “Documentation” means the documentation pertaining to the use of the AI Platform and made available to Customer by SingleHop.

2. License Grants and Limitations.

2.1 AI Platform License. Subject to all the terms and conditions of this Agreement, SingleHop hereby grants to Customer a nonexclusive, royalty-free, nontransferable, worldwide, nonsublicensable license during the Term under SingleHop’s intellectual property rights in the AI Platform to install the AI Agent Software solely for its own internal business purposes and in accordance with the other restrictions set forth herein.

2.2 Documentation License. Subject to all the terms and conditions of this Agreement, SingleHop hereby grants to Customer a nonexclusive, royalty-free, nontransferable, worldwide, nonsublicensable license during the Term under SingleHop’s intellectual property rights in the Documentation to use and copy the Documentation in support of Customer’s licensed use of the AI Platform.

2.3 Restrictions.

2.3.1 General. Customer acknowledges that the AI Platform and AI Agent Software contain valuable trade secret and confidential information of SingleHop. Customer shall take the actions

necessary to fulfill its obligations hereunder by instruction or agreement with its employees or agents who are permitted access to the AI Platform, AI Agent Software or Documentation. Customer shall only give access to the AI Platform, AI Agent Software or Documentation on a need-to-know basis.

2.3.2 Proprietary Rights. Title to all patents, copyrights, trade secrets, and other proprietary rights in or related to the AI Platform, AI Agent Software, and Documentation (including all of the parts thereof) are and will remain the exclusive property of SingleHop. Customer will not acquire any right in the AI Platform, AI Agent Software, or Documentation except the limited rights specified in this Agreement, or take any action that jeopardizes SingleHop's proprietary rights. Unless otherwise specifically agreed in writing, SingleHop will own all rights in any copy, translation, modification, adaptation, or derivation of the AI Platform or the AI Agent Software, including any improvement or development thereof, whether or not authorized by SingleHop. At the request of SingleHop, Customer shall execute and deliver to SingleHop any instrument that may be appropriate to assign these rights to SingleHop or perfect these rights in SingleHop's name.

2.3.3 No Implied Licenses. Customer will not use, modify, or distribute the AI Platform, AI Agent Software, or Documentation outside the scope of the express licenses granted under this Agreement or in a manner that violates the intellectual property rights of a third party, including Apache License version 2.0. Any breach of this section is a material breach of this Agreement that is incapable of cure.

2.3.4 No Reverse-Engineering. Customer will not, and will not knowingly permit others to: (a) modify the AI Platform; or (b) decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to obtain or create source code for the AI Platform or AI Agent Software. Any breach of this section is a material breach of this Agreement that is incapable of cure.

2.3.5 Unauthorized Distribution or Copying. Other than in accordance with this Agreement, Customer shall not, and shall not knowingly permit others to: (a) lease, license, sublicense, transfer, or assign any of its rights under this Agreement; (b) sell, rent, or distribute the AI Platform, including providing access to the AI Platform or using the AI Platform to operate a service bureau or on a timesharing basis; or (c) use, copy, duplicate, creative derivative works of, or otherwise attempt, directly or indirectly, to reproduce all or any part of the AI Platform or Documentation. Any breach of this section is a material breach of this Agreement that is incapable of cure.

2.3.6 Required Proprietary Notices. Customer shall ensure that each copy it makes of the AI Platform or Documentation complies with this Agreement and contains the same proprietary notices as provided by SingleHop.

2.4 Reasonable Cooperation. Customer shall, upon SingleHop's written request, provide reasonable cooperation (at SingleHop's expense) in order to secure and perfect the intellectual property rights in the AI Platform. Customer agrees to promptly report and provide to SingleHop, in writing, all relevant facts upon becoming aware of any likelihood of infringement or other illegal use or misuse (including abusive conduct) by any third party of the AI Platform or any intellectual property rights of SingleHop. Customer shall provide reasonable cooperation in any suits and actions related thereto, at SingleHop's request and expense.

2.5 Acceptance. Without prejudice to any warranty rights herein, Customer will be deemed to have accepted the AI Platform on the Commencement Date.

3. Term and Termination.

3.1 Term. This Agreement commences on the Effective Date and continues until the MSA expires or terminates or either party terminates the Agreement in accordance with the following subsection (the “Term”).

3.2 Termination. Either Party may terminate this Agreement at any time in accordance with this subsection. Customer may terminate this Agreement by providing written notice to SingleHop, discontinuing its use of the AI Platform, and uninstalling all AI Agent Software and deleting Documentation relating to the AI Platform. SingleHop may terminate this Agreement by providing written notice to Customer, or by discontinuing the provision of the AI Platform.

3.3 Effect of Termination. Upon termination of this Agreement, all licenses granted to Customer will immediately terminate. Termination of this Agreement by either Party will not limit either Party from pursuing any other remedies available to it, including injunctive relief. Any provision of this Agreement which by its nature should survive the termination or expiration of this Agreement will so survive. If this Agreement is terminated, Customer will immediately cease using the AI Platform and Documentation and permanently delete all related software and Documentation.

#### 4. Warranties.

4.1 Limited Warranty. SingleHop warrants that each unmodified copy of a AI Platform product will substantially conform to the applicable published Documentation at the time of delivery, when operated in accordance with such Documentation. If Customer does not provide written notice to SingleHop that Customer has a claim for breach under this Section 4.1 within ninety (90) days after the Commencement Date, then its right to make any such claim will terminate. The warranty under this Section 4.1 does not apply to subsequent licenses of the same AI Platform product after such period has passed for the initially licensed AI Platform product.

4.2 Remedies. For any breach of warranty hereunder, SingleHop shall exercise commercially reasonable efforts to modify the applicable AI Platform such that the applicable warranty is true and to deliver to Customer the modified AI Platform, if any.

#### 5. Disclaimers.

5.1 The express remedies set forth in Section 4 constitute Customer’s exclusive remedies, and SingleHop’s sole obligation and liability, for any claim (a) that the AI Platform, AI Agent Software or other deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that any services were performed improperly.

5.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 4.1 WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE AI PLATFORM, AI AGENT SOFTWARE AND ANY SERVICES ARE PROVIDED “AS IS,” AND SINGLEHOP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE AI PLATFORM, AI AGENT SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

5.3 No statement by any SingleHop employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way.

## 6. Indemnity.

6.1 SingleHop Intellectual Property Indemnity. SingleHop shall defend or, at its sole option, settle, at its own expense any suit, action, or proceeding brought in a court of competent jurisdiction against Customer by a third party to the extent it is based on a claim that AI Platform infringes any copyright or trade secret, and SingleHop shall pay damages finally awarded against Customer in such IP Action, or those monetary damages agreed to by SingleHop and the claimant in a monetary settlement of such IP Action; provided that SingleHop will be relieved of the foregoing obligations unless Customer: (a) gives SingleHop prompt written notice of each such claim; (b) tenders to SingleHop sole control of the defense or settlement of each such IP Action; and (c) cooperates with SingleHop in defending or settling each such IP Action. If SingleHop reasonably believes that the AI Platform infringes or misappropriates a third party's intellectual property rights, or if Customer's use of the AI Platform is prohibited by permanent injunction of a court of competent jurisdiction as a result of such an infringement or misappropriation, SingleHop may, at its sole option and expense: (i) procure for Customer the right to continue using such AI Platform as provided hereunder; (ii) modify such AI Platform so that it is no longer infringing; or (iii) replace the AI Platform with other AI Platform of equal or superior functional capability. If none of the foregoing is in SingleHop's determination commercially reasonable, SingleHop will have the right to terminate all licenses and sublicenses to such AI Platform granted hereunder. Notwithstanding any other provision of this Agreement, SingleHop will not accept new orders for AI Platform that is subject to a claim of infringement.

6.2 IP Indemnity Limitations. The rights granted to customer under Section 6.1 will be Customer's sole and exclusive remedy and SingleHop's sole obligation for any alleged infringement of any intellectual property right. SingleHop will have no liability, including under Section 6.1, for any claim of infringement or misappropriation based upon or arising out of: (a) any modification of the AI Platform without the written approval of SingleHop; (b) any Customer or third-party application or other technology; (c) use of the AI Platform in connection or in combination with equipment, devices, or software not provided by SingleHop; (d) compliance with Customer's design requirements or specifications; (e) the use of the AI Platform other than as permitted under this Agreement, or in a manner for which it was not intended; or (f) use of other than the most current release or version of the AI Platform.

6.3 Customer Use Indemnity. Except with respect to infringement of third-party rights for which SingleHop is obligated to indemnify under Section 6.1, Customer shall defend at its own expense any suit, action or proceeding brought against SingleHop by a third party based on any claim arising in connection with Customer's use or misuse of the AI Platform (a "Use Action"), and Customer will pay the damages incurred by SingleHop in such Use Action, or those damages agreed to in a settlement of such Use Action, and all reasonable attorney fees incurred in connection therewith. SingleHop shall: (a) notify Customer promptly in writing of each such Use Action, (b) tender to Customer sole control of the defense or settlement of each such Use Action at Customer's expense, provided, however, Customer may not settle a Use Action in a manner that would have an adverse impact on the business of SingleHop without receiving the prior written consent of SingleHop, and (c) cooperate and, at Customer's expense, assist in such defense. SingleHop will have the right to participate at its own expense in any such Use Action or related settlement negotiations using counsel of its own choice.

## 7. General.

7.1 U.S. Government End Users. The AI Platform and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202 4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to a government end user or, if this Agreement

is direct, a government end user will acquire, the AI Platform and Documentation with only those rights set forth in the Agreement. Use of either the AI Platform or Documentation or both constitutes agreement by the government that the AI Platform and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.

7.2 Sections in the MSA with the following headings are deemed to be incorporated herein: Limitation of Liability; Confidentiality; Export; Force Majeure; Governing Law and Choice of Forum; Compliance with Laws; Limitations of Actions; Assignment; No Third Party Beneficiaries; No Waiver; Notices; Relation of the Parties; Severability; Mutually Drafted; Headings.

7.3 Entire Agreement. This Agreement which is hereby incorporated herein by this reference, contain all the agreements, representations, and understandings of the Parties and supersedes any previous understandings, commitments, representations or agreements, oral or written, with respect to the subject matter of this Agreement.

7.4 Modification. SingleHop may make changes to, update (or not update) or discontinue any part, element, functionality, availability or offering of the AI Platform or AI Agent Software. SingleHop may also make changes or updates to this Agreement at any time and for any reason in its sole discretion, including complying with applicable law. If SingleHop makes any material changes to this Agreement, it will provide notice to you in any way it deems reasonable including, for example, by posting a notice of the change on the SingleHop website or within the AI Platform, or by sending a notice to your email address if you have provided it to SingleHop via the Customer Portal.

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