

Coalition Security Master Subscription Agreement

Last Updated: February 11, 2026

This Master Subscription Agreement (“**Agreement**”) governs the Customer’s purchase, access and use of Coalition Security’s Solutions pursuant to any Order. This Agreement is effective as of the Effective Date of the applicable Order (the “**Effective Date**”), and is between Coalition Incident Response, Inc., dba Coalition Security (“**Coalition Security**”) and the customer identified in the Order (“**Customer**”). Coalition Security and Customer may be referred to collectively as “Parties” and individually as “Party”.

Agreement

1. Definitions.

“**Affiliate(s)**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

“**Authorized Parties**” means Customer’s employees, contractors, consultants, and agents who are authorized by Customer to access or use the Solutions on Customer’s behalf.

“**Confidential Information**” means all information disclosed by either Party, whether in written, oral, electronic, or other form, that is identified as confidential or proprietary or that, due to the nature of the information or the circumstances surrounding disclosure, would reasonably be considered as confidential or proprietary, including without limitation business, technical, financial, and operational information. For the avoidance of doubt, Customer Data constitutes Customer’s Confidential Information under this Agreement.

“**Credentials**” means Customer’s usernames, passwords, authentication credentials, and access tokens.

“**Claim**” means a third-party claim, demand, lawsuit or other legal proceeding or action brought against a Party to this Agreement.

“**Data Protection Addendum**” means the then-current terms describing data processing and security obligations with respect to Customer Data, available at <https://wirespeed.co/legal/dpa> or as separately executed between the Parties.

“**Damages**” means all damages, losses, liabilities, penalties, expenses and costs, including reasonable legal expense and attorneys’ fees.

“**Documentation**” means the documentation made available to Customer, as set forth in the applicable Solutions Addendum, as updated from time to time.

“**Evaluation**” means for the limited purpose of accessing and installing the Solutions for internal evaluation by Customer who is considering purchase of Solutions but without any obligation to enter into any further agreement.

“**Intellectual Property Rights**” means any and all common law, statutory, and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents, and other proprietary rights issued, honored, or enforceable under any applicable laws anywhere in the world, whether existing now or in the future and whether or not registered or registrable, and all rights to register or renew the registration of any of the foregoing.

“Order” means the document detailing the purchase of a subscription to one or more Solutions as executed (i) between the Parties or (ii) between Customer and a Partner.

“Partner” means an authorized Coalition Security partner, such as a reseller or managed service provider.

“Partner Order” means an Order executed between Customer and a Partner.

“Personal Data” shall have the meaning ascribed to Client Personal Data in the Data Protection Addendum and shall be considered a subset of Customer Data herein.

“Representative” means a Party's officers, directors, employees, partners, members, managers, agents, advisors, subsidiaries, affiliates, subcontractors or other representatives.

“Restrictions” means the restrictions to Customer's license to use Solutions as stated herein and in the License Restrictions section in the applicable Solutions Addendums.

“Security Incident” means a confirmed or reasonably suspected security event that poses a threat to Customer Systems, Customer Data, and/or the Solutions.

“Solutions Addendum” means the addendum specific to the Solution(s) that Customer subscribes to under an Order.

“Subscription Start Date” means the date on which Customer's subscription to the Solutions begins, as specified in the applicable Order.

“Subscription End Date” means the date on which Customer's subscription to the Solutions ends, as specified in the applicable Order.

“System Data” means information compiled by Coalition Security in connection with Customer's use of a Solution, including but not limited to threat data, contextual data, detections, and indicators of compromise, that Coalition Security may use for security, product, and operations management, and/or for research and development. For the avoidance of doubt, any improvements made to the Solutions will not incorporate Customer's Personal Data or reference or mention Customer.

2. Purchase of Solutions.

2.1. This Agreement governs Customer's purchase of and subscription to the Solutions, whether purchased directly from Coalition Security or through a Partner. Each Order shall set forth: (i) the Solutions purchased by Customer; (ii) the applicable pricing and Fees; (iii) the Subscription Start Date and the Subscription End Date. The Solutions and any additional terms specific to each Solution are set forth in the applicable Solutions Addendum. Each Order, together with this Agreement and the Solutions Addendum, constitute the complete agreement between the Parties with respect to the Solutions purchased under such Order. In the event of any conflict or inconsistency between the terms of an Order, a Solutions Addendum, and this Agreement, the order of precedence shall be: (a) the applicable Order; (b) the applicable Solutions Addendum; and (c) this Agreement.

2.2. **Partner Orders.** The following terms shall apply solely for the purposes of Partner Orders: (a) all references to an 'Order' in the Agreement shall refer to the order between the Customer and the Partner; (b) all references herein to 'Customer' shall mean the end user or beneficiary of the Solutions as identified in the Partner Order, and all references to Customer's use, acceptance, or obligations shall apply to such end user; (c) in addition to the rights provided in Section 8.4 (System Data), Coalition Security is permitted to share System Data and other

information regarding Customer with the Partner; (d) Sections 5 (Invoices & Payments) and 6 (Taxes) will be without effect and the terms between the Partner and Customer covering such subject matter will apply instead; and (e) per the terms of the agreement between Coalition Security and the Partner, Coalition Security may have the right to terminate its order(s) with the Partner in the event of failure by Partner to make payments to Coalition Security.

3. Use of Solutions.

- 3.1. **License.** Customer's right to use Solutions is limited to the specific Solutions it subscribed to under an Order and subject to the Restrictions herein and in the applicable license section of the applicable Solutions Addendum. Subject to the terms of this Agreement, Customer hereby grants to Coalition Security a non-exclusive, non-transferable, worldwide, royalty-free right during an active Subscription Term to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the applicable Solutions to Customer.
- 3.2. **License Restrictions.** In addition to any Restrictions set forth in an applicable Solutions Addendum, Customer shall not, and shall not permit any third party to:
 - 3.2.1. Use the Solutions for any purpose other than Customer's internal business operations;
 - 3.2.2. Exceed the license metrics specified in the applicable Solutions Addendum or the applicable Order Form;
 - 3.2.3. Use the Solutions to provide services to third parties, except as expressly permitted for managed service providers under a separate agreement with Coalition Security;
 - 3.2.4. Copy, modify, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Solutions;
 - 3.2.5. Remove, obscure, or alter any proprietary notices (including copyright and trademark notices) affixed to or contained within the Solutions;
 - 3.2.6. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Solutions to any third party;
 - 3.2.7. Use the Solutions in any manner that violates applicable laws, regulations, or third-party rights;
 - 3.2.8. Interfere with or disrupt the integrity or performance of the Solutions or any data contained therein;
 - 3.2.9. Attempt to gain unauthorized access to the Solutions or its related systems or networks;
 - 3.2.10. Use the Solutions to transmit any viruses, malware, or other malicious code; or
 - 3.2.11. Use the Solutions to develop, market, or distribute any product or service that competes with Coalition Security's products or services; or
 - 3.2.12. Conduct or permit any benchmarking or competitive analysis of the Solutions without Coalition Security's prior written consent.
- 3.3. **Documentation.** Customer shall use the Solutions in accordance with the then-current Documentation and this Agreement, including any Solutions Addendum.
- 3.4. **Third-Party Products.**

- 3.4.1. **Third-Party Tools and Products.** Customer acknowledges and agrees that: (i) use of the Solutions requires Customer to make use of certain third-party tools, products, and services provided by third parties and may also require integration with Customer's existing systems, infrastructure, and security tools (e.g., endpoints, servers, firewalls, and other security systems) that are configured to send security telemetry to the Solutions using Coalition Security integrations and integration mechanisms (all of the foregoing, "**Third-Party Products**"); (ii) use of Third-Party Products may be subject to terms of use or end user license agreements between Customer and the third-party providers; and (iii) Customer shall comply, and shall ensure that its Authorized Parties comply, with such terms of use or end user license agreements.
- 3.4.2. If Customer sends any Customer Data to any third party or otherwise enables, accesses, or uses Third-Party Products, including Third-Party Products that integrate directly to Customer's instance of the Solutions, Coalition Security does not warrant, and this Agreement does not cover, such Third-Party Products even if Coalition Security resells them or designates them as certified, approved, or recommended, or if they are otherwise provided by a third party that is a member of a Coalition Security partner program. Customer's access to and use of such Third-Party Products is governed by the terms of such Third-Party Products, and Coalition Security does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Products, including, without limitation, their content or the manner in which they handle data or any interaction between Customer and the provider of such Third-Party Products, or any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Products. Customer may be required to register for or log into such Third-Party Products on their respective websites. By enabling any Third-Party Products, Customer expressly permits Coalition Security to disclose Customer's login and Customer Data to such Third-Party Products as necessary to facilitate Customer's enablement and use of such Third-Party Products.
- 3.4.3. **Third-Party Service Providers.** If Customer engages a third-party service provider to access or use the Solutions on Customer's behalf, then Customer may permit such third-party service provider to access the Solutions provided that (i) as between the Parties, Customer remains responsible for such service provider's compliance with this Agreement; (ii) such third-party service provider only uses the Solutions for Customer's purposes that do not violate the Restrictions set forth herein or in the Solutions Addendum and not for the benefit of any third party, and agrees to be bound by this Agreement in providing services to Customer; and (iii) Customer remains liable to Coalition Security for the third-party service provider's use of and access to the Solutions on Customer's behalf.
- 3.5. **Modifications to Solutions.**
- 3.5.1. Coalition Security may, in its sole discretion, modify or update the Solutions from time to time, provided that such modification or update does not materially reduce or degrade the Solutions' overall functionality or performance. Coalition Security may modify or update any Solutions Addendum or Documentation from time to time to reflect modifications to the Solutions or to accurately reflect the Solutions provided to Customer. Coalition Security will make updated Solutions Addenda and Documentation available to Customer.

- 3.5.2. Coalition Security will publish updates regarding material feature changes to the Solutions on its website at docs.wirespeed.co. Customer is responsible for reviewing such published updates. Customer's continued use of the Solutions following the effective date of any modification constitutes Customer's acceptance of such modification.

4. Evaluations; Early Adoption and Beta Use

- 4.1. **Evaluation Offering.** If Customer receives the Solutions for evaluation purposes, then Customer may use the Solutions for Evaluation for a period of up to thirty (30) days from the start date of the Evaluation (the "**Evaluation Period**"), unless otherwise agreed in writing by Coalition Security.
- 4.2. **Evaluation License and Restrictions.** In addition to the license scope detailed elsewhere in this Agreement, during the Evaluation Period, Customer (i) may access, install and use Solutions pursuant to the applicable Documentation, solely as agreed to in writing between Parties; (ii) shall comply with the Restrictions; and (iii) shall uninstall any portion of the Solutions residing on Customer's systems after the Evaluation Period and confirm to Coalition Security in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, Customer understands that Coalition Security may disable access to the subscription automatically at the end of the Evaluation Period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.
- 4.3. **Early Adoption or Beta Use.** If Customer is invited to and agrees to participate in a Coalition Security Early Adoption Program or Beta Program, Customer acknowledges that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs, or other defects. Accordingly, Customer's use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 4.4 (Disclaimer Of Warranties And Liability). Additionally, Customer's use of Early Adoption and/or Beta versions of the Solutions is subject to Coalition Security's sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.
- 4.4. **Disclaimer of Warranties and Liability.** DURING EVALUATION, EARLY ADOPTION, OR BETA USE OF THE SOLUTIONS, THE SOLUTIONS ARE OFFERED SOLELY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE, TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE. CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH COALITION SECURITY'S INSTRUCTIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT COALITION SECURITY WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS, EARLY ADOPTIONS, OR BETA USE OF THE SOLUTIONS, COALITION SECURITY SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION, OR OTHER INTANGIBLE OR TANGIBLE LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTIONS OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE

SOLUTIONS OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF COALITION SECURITY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COALITION SECURITY IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION, EARLY ADOPTION, OR BETA PURPOSES ONLY, COALITION SECURITY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER SHALL NOT EXCEED U.S. \$100.00. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF COALITION SECURITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES' OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY) (EXCLUDING ANY BREACHES OF COALITION SECURITY'S OBLIGATIONS RELATING TO CUSTOMER DATA) HEREIN.

5. Invoices & Payment

- 5.1. Customer shall pay all fees for Solutions ("**Fees**") to the applicable Partner or Coalition Security, as set forth in the applicable Order. All Fees are non-cancelable and non-refundable except as expressly provided in this Agreement. Unless otherwise specified in the applicable Order, Fees will be invoiced in advance on an annual or monthly basis. All undisputed Fees are due within thirty (30) days of the invoice date. Past due amounts may be subject to a late fee of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower). Customer shall provide complete and accurate billing contact information, including a valid email contact and company mailing address, and shall make payments via electronic bank transfer unless Coalition Security consents in writing to a different payment method. If Customer requests an increase in licensing quantity during the Term, Coalition Security may amend pricing prospectively upon thirty (30) days' written notice to Customer. If Customer requests a decrease in licensing quantity during the Term, such decrease shall be effective only upon the next renewal term unless otherwise agreed by Coalition Security in writing.
- 5.2. **Overages.** Customer's usage of the Solutions may exceed the usage purchased under an Order up to ten percent (10%) without additional charge (the "Flex Allowance"). If Customer's usage exceeds the Flex Allowance for a period of sixty (60) consecutive days ("Persistent Overage"), then (i) Coalition Security will provide written notice to Customer (including email) of the Persistent Overage; and (ii) the applicable Order shall be deemed automatically amended to reflect Customer's actual usage level at the price per unit specified in the original Order, effective as of the date of such notice. The amended licensing quantity and corresponding Fees will apply for the remainder of the Subscription Term and will be invoiced on Customer's next regular billing cycle. Alternatively, Customer may reduce its usage to within the Flex Allowance within thirty (30) days of receiving notice of the Persistent Overage, in which case no amendment to the Order will occur. Coalition Security reserves the right to temporarily suspend access to the Solutions if Customer's usage significantly exceeds licensed quantities in a manner that impacts system performance or availability. No refunds or credits for paid Fees will be issued to Customer or Partner, except as stated otherwise in Section 11.4 (Effect of Termination).
- 5.3. **Payment Disputes.** Customer shall pay all undisputed amounts when due. Customer must notify Coalition Security in writing within fifteen (15) days of the invoice date of any good faith Fee dispute, including reasonable detail of the basis for such dispute and the Parties shall work in good faith to resolve disputes. Coalition Security will not exercise suspension or

termination rights for disputed amounts if Customer (i) provided timely notice per this Section, (ii) is cooperating in good faith to resolve the dispute, and (iii) has paid all undisputed amounts.

- 5.4. **Suspension for Non-Payment.** Coalition Security may suspend the Solutions without liability to Customer if Customer fails to pay undisputed Fees after the due date. Such suspension shall continue until all outstanding undisputed amounts are paid in full.

6. Taxes.

- 6.1. **Tax Obligations.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, withholding taxes, levies, duties or state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively, "**Taxes**"). Customer shall pay all Taxes imposed on the Solutions in accordance with this Agreement, excluding any taxes based on Coalition Security's income.
- 6.2. **Taxes for Partner Orders.** For Partner Orders, the Parties agree that neither shall have any tax obligations towards the other and all tax matters are handled between each Party and the Partner. The foregoing shall apply with applicable changes to Partner Orders specifying different terms for late payments, tax liability, or indemnification obligations relating to such tax liability.

7. Customer Obligations

- 7.1. Customer shall have sole responsibility for providing Coalition Security reasonable access to its IT or network systems (collectively, "**Customer Systems**") for the sole purpose of providing the Solutions hereunder. Customer shall be solely responsible for, and Coalition Security shall have no responsibility for, the adequacy, safety, performance or quality of the Customer Systems or the accuracy, completeness, legality or quality of information or data stored on Customer Systems ("**Customer Data**") prior to the Effective Date of this Agreement. In connection with the Solutions, in no event shall Coalition Security be responsible for, nor provide any assurance regarding, the accuracy, completeness, legality or quality of the Customer Data at any time during or after the Term of this Agreement. Further, the Customer will not seek Coalition Security's opinion on the accuracy, completeness, legality or quality of any Customer Data.
- 7.2. Customer shall not during the term of this Agreement: (a) use the Solutions in violation of any applicable laws; (b) knowingly interfere with or disrupt the Solutions; or (c) otherwise act in a manner that violates the terms of this Agreement. Customer is responsible for its Authorized Parties and its Affiliates' compliance with this Agreement and any breach by Customer's Authorized Parties or Affiliates will be deemed a breach by Customer. Customer is responsible for maintaining the confidentiality and security of all Credentials and for all activities that occur under Customer's account, whether or not authorized. Customer shall safeguard Credentials and shall not share Credentials among multiple users. Customer shall immediately notify Coalition Security if Customer becomes aware of any loss or theft of Credentials or unauthorized access to the Solutions or Customer's account.
- 7.3. Customer acknowledges and agrees that the Solutions may include advice and recommendations but agrees that the Customer is solely responsible for any changes made to the Customer Systems and all decisions and any potential impact on Customer Data regarding implementation or adoption of any such advice or recommendations.

7.4. Customer will not (a) decompile or reverse engineer any software, hardware, or other tools provided in connection with the Solutions (collectively, "**Tools**"); (b) sell, license, sublicense, distribute or commercially exploit the Tools; (c) modify, publish, transmit, license, sublicense, transfer, sell, reproduce, create derivative or collective works from, or in any way otherwise exploit the Tools in whole or in part; (d) remove from the Tools any copyright notices, disclaimers or other indicia of ownership or restrictions on use; (e) remove, modify or edit the substance of any information within the Tools; (f) access the Solutions in order to build any commercially available product or service; or (g) use the Tools in any manner, or install them in any environment, other than in accordance with this Agreement, the Solution Addendum, and any applicable terms of use or end user license agreements.

8. **Proprietary Rights.**

8.1. **Ownership.** As between the Parties, Customer reserves all right, title, and interest in and to Customer Data and Customer Systems, and all Intellectual Property Rights embodied therein. As between the Parties, Coalition Security and its licensors reserve all right, title, and interest in and to the Solutions (including any and all modifications to, configurations of, enhancements or improvements to, or derivative works of the Solutions), Documentation, System Data, and all Intellectual Property Rights embodied therein.

8.2. **Feedback License.** Customer hereby grants Coalition Security a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Solutions any suggestions, enhancements, requests, recommendations, or other feedback related to the Solutions provided by Customer or its Authorized Parties. Customer has no obligation to provide any such feedback. Additionally, Coalition Security may use any Customer feedback, reviews, testimonials, or descriptions of Customer's experience with the Solutions for marketing, promotional, and business development purposes without Customer's prior consent, provided that Coalition Security anonymizes the source such that Customer cannot be reasonably identified.

8.3. **Reservation of Rights.** Each Party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one Party to the other Party under this Agreement, whether by implication, estoppel, or otherwise, except as expressly set forth in this Agreement.

8.4. **System Data.** Coalition Security may collect, process, and use System Data for the purposes of: (i) operating, maintaining, and supporting the Solutions; (ii) threat detection and analysis; (iii) improving and developing the Solutions and new features or products; (iv) conducting security research and analytics; (v) generating aggregated or anonymized benchmarking and statistical data; and (vi) other legitimate business purposes. Coalition Security owns all right, title, and interest in and to System Data and any aggregated, anonymized, or derivative data created from System Data.

9. **Privacy and Security**

9.1. **Data Privacy.** Coalition Security will store, access, and otherwise process Customer Data, including any Personal Data contained therein, in accordance with the Data Protection Addendum. The terms of the DPA are hereby incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and the DPA, the terms of the DPA shall control with respect to the processing of Personal Data.

9.2. **Data Security.** Coalition Security has implemented and will maintain technical, organizational, and physical measures designed to protect Customer Data, as further described in the Data Protection Addendum.

- 9.3. **Electronic Communications.** Coalition Security has the ability to send messages, notifications, escalations, and authentication challenges to employees, contractors, and other personnel at Customer in order to deliver products and services. By enabling electronic messaging, including, but not limited to, email, chat applications (e.g. Slack, Microsoft Teams), Short Message Service, Rich Communication Service, Customer agrees to obtain permission from each individual before configuring and sharing personal contact information, such as mobile phone numbers and email addresses, with Coalition Security via data integrations.

10. Confidential Information

- 10.1. Both Parties acknowledge that in the course of this Agreement, each Party (the "**Disclosing Party**") may disclose Confidential Information to the other Party (the "**Receiving Party**").
- 10.2. Receiving Party and its Representatives agree to (i) use Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this Agreement, (ii) keep confidential and not disclose Confidential Information to any third party, except as permitted herein or required by law or court order, and (iii) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. Notwithstanding the foregoing, each Party may disclose Confidential Information to its Representatives who (a) have a reasonable need to know such information for purposes of the Party's performance under this Agreement; and (b) are bound by confidentiality obligations at least as protective as those set forth in this Agreement. The obligations set forth in this Section 10 shall survive for five (5) years following termination or expiration of this Agreement, except that obligations with respect to Confidential Information constituting trade secrets shall continue for so long as such information remains a trade secret under applicable law.
- 10.3. Each Party acknowledges the confidential and proprietary nature of the other Party's Confidential Information and agrees that it is acquiring no rights or license whatsoever in or to such Confidential Information except as necessary to perform its obligations under this Agreement.
- 10.4. **Exclusions.** Under this Agreement, Confidential Information does not include information that (a) is publicly available through no fault of, or disclosure by, Receiving Party or its Representatives; (b) was properly known or in Receiving Party's possession, without restriction, prior to the disclosure by Disclosing Party; (c) was rightfully disclosed to Receiving Party by a third party, prior to the disclosure by Disclosing Party, but only if such third party is not bound by confidentiality obligations with Disclosing Party or is not otherwise restricted from providing such information by a contractual, legal, or fiduciary duty; or (d) was independently developed by Receiving Party or its Representatives without use of any Confidential Information disclosed by Disclosing Party. Aggregated, anonymized, or derivative System Data shall not be considered Confidential Information.
- 10.5. **Required Disclosures.** If Receiving Party is required to disclose Disclosing Party's Confidential Information pursuant to applicable law, regulation, subpoena, or court order, Receiving Party shall, to the extent legally permitted, provided Disclosing Party with prompt advance written notice of such requirement and reasonably cooperate (at Disclosing Party's expense) in Disclosing Party's efforts to seek a protective order or otherwise prevent or limit such disclosure. Receiving Party shall disclose only the portion of Confidential Information that is legally required to be disclosed. Notwithstanding the foregoing, Coalition Security may disclose Customer's Confidential Information as required to applicable regulators, and such

disclosure for regulatory compliance purposes, including regulatory filings, shall not be deemed a breach of this Agreement.

- 10.6. **Equitable Relief.** Each Party acknowledges that a breach of this Section 10 may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief and specific performance to enforce the provisions of this Section 10, without the requirement of posting a bond or proving actual damages.
- 10.7. **Destruction.** Within sixty (60) days of Disclosing Party's written request, Receiving Party shall, either destroy all Confidential Information of the Disclosing Party in its possession or control, and confirm in writing that it has done so. Notwithstanding the foregoing, Receiving Party may retain Confidential Information (i) as required by applicable law or regulation, (ii) in accordance with its standard backup and disaster recovery procedures, provided such retained Confidential Information remains subject to the confidentiality obligations of this Agreement, or (iii) as necessary to enforce its rights under this Agreement.
- 10.8. **Unauthorized Disclosures.** If either Party becomes aware of any Security Incident, that Party must notify the other party promptly and without unreasonable delay, unless legally prohibited from doing so. Notwithstanding the foregoing, Customer shall not be required to notify Coalition Security unless Customer reasonably determines that a Security Incident is a threat to the Solutions. Unless prohibited by law, each Party shall provide the other Party with reasonable notice of, and obtain the other Party's prior written consent to any public notices or press releases about a Security Incident that identify the other Party by name prior to any such publication.

11. Term and Termination

- 11.1. This Agreement shall become effective on the Effective Date and will remain in effect until the Subscription End Date indicated in the applicable Order or until earlier terminated pursuant to the terms of this Agreement (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for successive periods equal to the Initial Term unless otherwise specified in the Order or unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"). The terms of this Agreement shall remain in effect during each Term, except that Coalition Security may modify the Fees for any Renewal Term by providing written notice to Customer at least sixty (60) days prior to the commencement of the Renewal Term.
- 11.2. **Termination for Cause.** Either Party may terminate this Agreement for cause upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Coalition Security may terminate this Agreement immediately for cause by providing concurrent notice to Customer if Coalition Security believes that Customer is using the Solutions in any unauthorized manner likely to cause harm to Coalition Security, the Solutions or a third party.
- 11.3. **Termination for Insolvency.** Either Party may terminate this Agreement immediately upon written notice if the other Party (i) makes a general assignment for the benefit of creditors, (ii) has a receiver or trustee appointed, or (iii) becomes subject to bankruptcy or insolvency proceedings that are not dismissed within sixty (60) days; provided, however, that Customer may not terminate this Agreement for Coalition Security's insolvency if Coalition Security continues to provide the Solutions in accordance with this Agreement.

- 11.4. **Effect of Termination.** Upon termination of this Agreement for any reason: (a) Customer's license and access to the Solutions shall immediately terminate; and (b) Coalition Security's obligations under this Agreement shall immediately cease. There will be no refund for any Fees as of the termination date, except where Customer terminates this Agreement under Section 11.2 (Termination for Cause) due to Coalition Security's material breach or where Coalition Security terminates this Agreement under Sections 12.2 (Conformity with Documentation) or 14.2 (Coalition Indemnity) herein, in which case any refunds shall be on a pro-rata basis for any remaining unused portion of a subscription left after such termination. For Orders executed between Customer and Coalition Security, Customer shall immediately pay Coalition Security any Fees due and payable under this Agreement as of the termination date. For Partner Orders, Customer shall immediately pay the Partner any Fees due and payable, and any refunds owed pursuant to this Section shall be issued by the Partner in accordance with the applicable Order and the Partner's agreement with Customer. Coalition Security shall have no liability or responsibility for refunds or payment collection related to Partner Orders.

12. Representations and Warranties

- 12.1. **Mutual Representations and Warranties.** Each Party hereby represents and warrants to the other Party that: (i) it has the right and authority to enter into this Agreement; (ii) the granting of the rights and undertaking of the obligations hereunder will not, to such Party's knowledge, infringe upon or conflict with any rights of a third party; and (iii) its performance hereunder will not violate any applicable state or federal laws or regulations.
- 12.2. **Conformity with Documentation.** Coalition Security does not make, and Customer acknowledges and agrees that it has not relied on, any warranty, express or implied, to the fitness for a particular purpose, merchantability, or freedom of defects in regard to the Solutions provided; or the software, tools, or computer processes used in connection with the Solutions. Coalition Security warrants that the Solutions will perform substantially in accordance with the applicable Documentation. Customer's sole and exclusive remedy, and Coalition Security's entire liability, for any breach of the warranty in this Section 12.2 shall be for Coalition Security to use reasonable efforts to provide Customer with an error-correction or workaround to remedy the non-conformity or to replace the non-conforming portions of the Solutions with conforming items. If Coalition Security determines that it cannot correct such non-conformity within a reasonable period of time, Coalition Security will terminate the affected Solutions upon written notice to Customer and Coalition Security will refund to Customer a pro-rated amount of any prepaid Fees for the unused portion of the then-current Term for such affected Solutions. Customer must notify Coalition Security of a breach of this warranty within thirty (30) days of discovering such non-conformity, or such claim shall be deemed waived. The warranty in this Section 12.2 shall not apply to any non-conformity caused by: (a) Customer's breach of Section 7 (Customer Obligations); (b) use of the Solutions other than in accordance with the Documentation; (c) modifications to the Solutions not made by Coalition Security; or (d) Third-Party Products or Customer's systems, networks, or infrastructure.
- 12.3. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 12.1 AND 12.2, COALITION SECURITY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT AND THE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM, USAGE, COURSE OF DEALING, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT COALITION SECURITY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH

PURPOSE), ACCURACY, NON-INFRINGEMENT, TITLE, OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY SET FORTH IN SECTION 12.2 FAILS OF ITS ESSENTIAL PURPOSE. COALITION SECURITY DOES NOT GUARANTEE OR WARRANT THAT THE SOLUTIONS WILL DETECT, PREVENT, MITIGATE, OR REMEDIATE ALL SECURITY THREATS, VULNERABILITIES, MALWARE, MALICIOUS SOFTWARE, INCIDENTS, OR UNAUTHORIZED ACCESS (COLLECTIVELY, "**UNREMIEDIATED THREATS**"), AND CUSTOMER ACKNOWLEDGES THAT IT WILL NOT HOLD COALITION SECURITY RESPONSIBLE FOR ANY SUCH UNREMIEDIATED THREATS OR ANY CONSEQUENCES THEREOF. WITHOUT LIMITING THE FOREGOING, THE SOLUTIONS ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND COALITION SECURITY DOES NOT WARRANT THAT THE SOLUTIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED BEYOND THE REMEDIES SPECIFIED IN SECTION 12.2. COALITION SECURITY DISCLAIMS ALL LIABILITY FOR CUSTOMER CREATED SCRIPTS, CUSTOMER DIRECTED DATA MANAGEMENT, AND CUSTOMER'S MISUSE OR MISCONFIGURATION OF THE SOLUTIONS.

13. **Limitation of Liability**

- 13.1. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM ANY OF THE SOLUTIONS OR SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. NEITHER COALITION SECURITY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY ACTIVE BREACH OF CUSTOMER SYSTEMS OR ANY PRE-EXISTING CONDITIONS ON CUSTOMER'S SYSTEMS OR DEVICES OR ANY DAMAGE CAUSED OR POTENTIALLY CAUSED THEREBY. COALITION SECURITY AND ITS AFFILIATES ARE RELYING UPON INFORMATION PROVIDED TO IT BY CUSTOMER AND THEREFORE COALITION SECURITY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INFORMATION NOT PROVIDED OR ANY UNKNOWN OR UNDISCLOSED CONDITIONS OR FACTS IN THE PERFORMANCE UNDER THIS AGREEMENT.
- 13.3. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, COALITION SECURITY AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES ARISING FROM OR RELATED TO: (A) THIRD-PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY THIRD-PARTY TOOLS, SOFTWARE, HARDWARE, PLATFORMS, OR SERVICES, WHETHER OR NOT SUCH THIRD-PARTY PRODUCTS ARE DESIGNATED BY COALITION SECURITY AS CERTIFIED, APPROVED, RECOMMENDED, OR RESOLD BY COALITION SECURITY; (B) THE PERFORMANCE, AVAILABILITY, SECURITY, OR FUNCTIONALITY OF ANY THIRD-PARTY PRODUCTS; (C) ANY INTEGRATION BETWEEN THE SOLUTIONS AND THIRD-PARTY PRODUCTS; (D) ANY DATA TRANSMITTED TO OR FROM THIRD-PARTY PRODUCTS; OR (E) ANY ACTION OR OMISSION BY ANY THIRD-PARTY PROVIDER. CUSTOMER'S SOLE REMEDY FOR ANY ISSUES RELATED TO THIRD-PARTY PRODUCTS SHALL BE AGAINST THE APPLICABLE THIRD-PARTY PROVIDER IN ACCORDANCE WITH SUCH PROVIDER'S TERMS AND CONDITIONS. THIS EXCLUSION APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF COALITION SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

- 13.4. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; (B) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (C) EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, (D) CUSTOMER'S PAYMENT OBLIGATIONS, AND (E) BREACHES OF RESTRICTIONS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE TO COALITION SECURITY OR THE APPLICABLE PARTNER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SOLUTION FROM WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A BREACH OF PERSONAL DATA CAUSED BY COALITION SECURITY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, COALITION SECURITY'S TOTAL AGGREGATE LIABILITY FOR SUCH BREACH SHALL NOT EXCEED TWO TIMES (2X) THE FEES PAID OR PAYABLE TO COALITION SECURITY OR THE APPLICABLE PARTNER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. MULTIPLE CLAIMS WILL NOT EXPAND THESE LIMITATIONS. THE LIMITATIONS SET FORTH IN THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY PROVISION SURVIVES THE TERMINATION OF THE AGREEMENT.

14. Indemnification

- 14.1. **Customer Indemnity.** To the fullest extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Coalition Security, including its Affiliates and Coalition Security Representatives, successors and assigns, (collectively, "**Coalition Security Indemnitees**") from and against any Damages resulting from Claims asserted against Coalition Security Indemnitees, arising from or in connection with (a) an allegation that the use of Customer Systems, Customer Data, or information provided to Coalition Security by Customer pursuant to this Agreement, infringes or misappropriates such third party's intellectual property rights; (b) the gross negligence or willful misconduct of Customer Indemnitees; (c) use of the Solutions in a manner not authorized by this Agreement; (d) use of the Solutions in combination with data, software, hardware, systems, equipment or technology not provided or authorized by Coalition Security where the Claim would not have occurred but for such combination; or (e) modifications to the Solutions not made by Coalition Security where the Claim would not have occurred but for such modification, except to the extent such Claim is directly attributable to the gross negligence or willful misconduct of Coalition Security Indemnitees.
- 14.2. **Coalition Indemnity.** To the fullest extent permitted by applicable law, Coalition Security shall indemnify, defend and hold harmless Customer and Customer Representatives, successors and assigns (collectively, "**Customer Indemnitees**"), from and against any Damages resulting from Claims asserted against Customer Indemnitees, alleging that the Solutions provided by Coalition Security in accordance with this Agreement infringe or misappropriate such third party's intellectual property rights, except to the extent such Claim is directly attributable to the gross negligence or willful misconduct of Customer Indemnitees. Notwithstanding the foregoing, if such Claim is made or appears possible, Customer agrees to permit Coalition Security, at Coalition Security's sole discretion, to (a) modify or replace the Solutions, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use of the Solutions. If Coalition Security determines that neither alternative is reasonably available, Coalition Security may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer. This Section 14.2 will not apply to the extent that the alleged infringement or misappropriate arises from: (i) use of the Solutions in combination with data, software,

hardware, equipment, or technology not provided by Coalition Security or authorized by Coalition Security in writing; (ii) modifications to the Solutions not made by Coalition Security; or (iii) Customer Data or Customer Systems.

- 14.3. **Indemnification Procedure.** A Coalition Security Indemnitee or Customer Indemnitee (each, an “Indemnitee”) seeking indemnification shall (a) promptly notify the other Party (the “Indemnifying Party”) in writing of any Claim for which it seeks indemnification, and (b) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's request and expense, in connection with the defense and investigation of such Claim. The Indemnifying Party shall assume control of the defense and investigation of such Claim within fifteen (15) days of receiving notice and shall employ counsel of its choice to handle and defend such Claim, at the Indemnifying Party's expense. If the Indemnifying Party fails to assume control of the defense within fifteen (15) days after receiving notice of a Claim, the Indemnitee may assume its own defense, and the Indemnifying Party shall reimburse the Indemnitee's reasonable defense costs and expenses, including attorneys' fees. The Indemnitee may participate in and observe the proceedings on a monitoring, non-controlling basis at its own expense with counsel of its own choice. The Indemnifying Party shall not settle any Claim in a manner that (i) requires any action or payment by the Indemnitee, (ii) includes any admission of wrongdoing or liability by the Indemnitee, or (iii) imposes any material restriction on the Indemnitee's business, without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). The Indemnitee's failure to comply with this Section 14.3 shall not relieve the Indemnifying Party's indemnification obligations except to the extent such failure materially prejudices the Indemnifying Party's ability to defend the Claim. This Section 14 states the Parties' exclusive remedies and sole obligations with respect to indemnifiable Claims.
15. **Notice.** Any legal notice or communication required or permitted under this Agreement must be in writing and sent by email from an authorized representative of the Party giving notice. Notices to Customer shall be sent to the email address on record in Customer's account information, and notices to Coalition Security shall be sent to legal@coalitioninc.com, or to such other email address as either Party may designate in writing. Such notice will be deemed to have been given on the date of receipt, provided the sender does not receive delivery failure notification.
16. **Miscellaneous**
- 16.1. **Independent Contractors.** Coalition Security and its Affiliates are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties. Neither Party may represent itself as an agent of the other Party or bind the other Party to any obligation without prior written authorization. Each Party operates at its own risk and for its own profit. Coalition Security may provide the same or similar Solutions to other customers.
- 16.2. **Publicity.** Customer agrees that Coalition Security may reference and use Customer's name and trademarks in Coalition Security marketing and promotional materials, including, but not limited to, Coalition Security's website, solely for the purpose of identifying Customer as Coalition Security's customer. Partners authorized to resell or provide managed services using the Solutions may use Coalition Security's applicable trade names, trademarks, and service marks to identify their authorized relationship with Coalition Security, subject to their separate agreement with Coalition Security. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party.

- 16.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware without regard to conflicts of law principles. Any claim arising out of or related to this Agreement or any Purchase Order Form shall be instituted exclusively in the state courts of Delaware, and the Parties irrevocably consent to the exclusive jurisdiction of such courts. Prior to filing any action, the Parties must participate in good faith mediation in Delaware (except actions to protect or enforce a Party's Intellectual Property Rights).
- 16.4. **Subcontractors.** Customer hereby grants Coalition Security authorization to utilize subcontractors in connection with the Solutions. Coalition Security agrees that any subcontractors used in connection with the Solutions hereunder shall be under Coalition Security's control and responsibility.
- 16.5. **Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter (including without limitation, any non-disclosure agreement, quote, purchase order, or other agreement between the Parties).. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto and is entering into this Agreement without reliance on any promise or representation other than those expressly contained herein. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such provision will be modified to the minimum extent necessary to make it enforceable while reflecting the Parties' original intention, or if such modification is not possible, such provision shall be severed from this Agreement. The remaining provisions of this Agreement will remain in full force and effect and shall not be affected by such invalidity, illegality, unenforceability, modification, or severance.
- 16.6. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 16.7. **Force Majeure.** Neither Party will be liable for a failure to perform under this Agreement (except that this provision shall not excuse Customer's payment obligations hereunder) to the extent such nonperformance is caused by a condition that was beyond the Party's reasonable control including, but not limited to, natural disaster, act of war or terrorism, riot, epidemic or pandemic, acts of God, disruption of power or other essential services, interruption or termination of service provided by any service providers used by Coalition Security, labor disturbances, vandalism, malicious or unlawful acts of a third party, government intervention, governmental order or regulation, or an industry or infrastructure-wide ransomware, cyber warfare, or other cyber attack (a "**Force Majeure Event**"), so long as the affected Party continues to use commercially reasonable efforts to resume performance. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event and its expected duration. If a Force Majeure Event prevents Coalition Security from providing the Solutions for a continuous period exceeding sixty (60) days, either Party may terminate the affected Order(s) upon written notice, and Customer shall receive a pro-rated refund of any prepaid fees for the period during which Coalition Security was unable to provide the Solutions. For the avoidance of doubt, Customer's payment obligations shall continue during any Force Majeure Event unless and until the Agreement is terminated pursuant to this Section.

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- 16.8. **Construction.** Headings are for reference only and do not affect the interpretation of this Agreement. All exhibits are fully incorporated into this Agreement by their reference herein.
- 16.9. **No Waiver.** No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver of any breach or default of this Agreement shall constitute a waiver of any subsequent breach or default or a waiver of the provision itself. All waivers must be in writing and signed by the Party against whom the waiver is to be effective.
- 16.10. **Export Compliance.** The Solutions are subject to U.S. export control and economic sanctions laws, including the Export Administration Regulations and sanctions imposed by the Office of Foreign Asset Control (“OFAC”). Customer shall not access or use the Solutions if Customer is located in any jurisdiction in which provision of the Solutions is prohibited under applicable laws or regulations (a “Prohibited Jurisdiction”), and shall not permit access to the Solutions to any government, entity, or individual located in any Prohibited Jurisdiction or listed on OFAC’s Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List (collectively, “Prohibited Persons”), or otherwise in violation of applicable export laws, regulations, embargoes, or sanctions. Customer shall comply with all applicable export and re-export laws. Customer represents and warrants that neither Customer nor any of its Affiliates (i) is owned or controlled by any Prohibited Person, or (ii) is located in, or owned or controlled by any entity or individual located in, any Prohibited Jurisdiction.
- 16.11. **Assignment.** Coalition Security may assign or transfer any of its rights or obligations hereunder without Customer’s consent. Customer may not resell, assign, or transfer any of its rights or obligations hereunder without Coalition Security’s prior written consent. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety upon written notice to Coalition Security in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets provided that the assignee agrees to be bound in writing by all of the terms of this Agreement, all fees and amounts owed under this Agreement are paid in full, and provided further that any such successor-in-interest to Customer does not directly or indirectly compete with Coalition Security. Any attempted assignment by Customer in violation of this Section will be null and void. Coalition Security’s rights and remedies under this Agreement will continue in full force and effect notwithstanding any purported assignment by Customer.
- 16.12. **Survival.** Sections relating to confidentiality, security, proprietary rights, payment obligations, warranties and disclaimers, indemnification, and limitation of liability shall survive termination or expiration of this Agreement.

Exhibit A: Solution Addendum (Security Awareness Training)

Addendum Last Updated: February 11, 2026

This Solution Addendum describes Coalition Security's cybersecurity awareness training ("SAT").

SCOPE

- 1.1. **General.** Coalition uses Wizer, Inc. ("**Wizer**"), a third-party platform (the "**Training Platform**") to offer the SAT. In order to use SAT, Customer must register an account and agree to the terms, conditions, and privacy policies of Wizer, which can be found at <https://www.wizer-training.com/agreement>. Additional documentation, including user training materials can also be found on Wizer's website via the aforementioned link and are part of the Solution. Additionally, in order to use SAT, Customer must sign-up for an account on Coalition Control. Applicable terms of service, including exclusions and limitations are provided in Coalition Control's online Terms of Service found at <https://www.coalitioninc.com/control/legal/terms>.
- 1.2. **Cancellation.** Cancellation of SAT terminates Customer's access to the SAT training content but will not terminate Customer's account on the Training Platform. Terminating Customer's account on the Training Platform must be done via the Training Platform website which can be found at <https://training-admin.coalitioninc.com>.

Exhibit B - Solutions Addendum (Wirespeed)

Addendum Last Updated: February 11, 2026

1. SOLUTION DESCRIPTION

- 1.1. **Overview.** Wirespeed is a proprietary technology solution of Coalition Security that ingests and analyzes security telemetry, performs automated alert triage and verdicting using deterministic logic and probabilistic AI, executes predefined incident response workflows, and records relevant event data, for the purpose of supporting security monitoring and response functions.
- 1.2. **Deployment Model.** Wirespeed is delivered as Software-as-a-Service (SaaS) hosted by Coalition Security.

2. DEFINITIONS. Capitalized terms used in this Solutions Addendum, and not otherwise defined in the Agreement, have the meaning given below:

- 2.1. **"Case"** is one or more Detections in which Coalition Security takes action or escalates to the Customer to take action.
- 2.2. **"Detection"** is a condition where telemetry data identifies suspicious activity.
- 2.3. **"Incident"** is a confirmed compromise or unauthorized access of system(s) that poses an imminent threat to Customer assets, which includes interactive attackers, data encryption or destruction, exfiltration, and fraud.

3. SOLUTION SCOPE. The Solution consists of the activities described below:

- 3.1. **Triage and Investigation.** Coalition Security will investigate detections to determine if containment actions are required, if the human users at the Customer should be contacted via Customer's integrated collaboration tools for validation of the observed behavior, or if a case should be escalated to the Customer.
- 3.2. **Response Action.** Response actions Coalition Security may take include the containment or disruption of potential threat actors by endpoint isolation, killing user logon sessions, disabling users, rotating credentials, deleting/quarantining threat related files or messages, and similar corrective actions.
- 3.3. **Actions Outside the Scope of the Solution.** All activities that are not expressly provided in this Solution Addendum are outside of the scope of the Solution. Customer is solely responsible and liable for: (i) taking any actions that are outside of the scope of the Solution (including, but not limited to, Coalition Security's suggestions regarding on-site response; all litigation and e-Discovery support; and collaboration with law enforcement); and (ii) for any actions undertaken by Coalition Security that are not provided in this Solution Addendum under Customer's/MSP's specific direction. Customer acknowledges and agrees that Coalition Security is not responsible for any security incidents, threats or compromises that occurred or existed prior to Solution Subscription Start Date. In addition, Customer is responsible for neutralizing any Incidents and/or confirmed threats in third-party products that cannot be resolved by Coalition Security.

3.4. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S AUTHORIZATION FOR COALITION SECURITY TO MAKE ANY CHANGES TO, OR MODIFY CONFIGURATIONS IN, CUSTOMER'S ENVIRONMENT COULD RESULT IN INTERRUPTION OR DEGRADATION OF CUSTOMER'S/MSP'S/BENEFICIARY'S SYSTEMS AND INFRASTRUCTURE. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO GRANT AUTHORIZATION FOR SUCH CHANGES COULD RESULT IN NEW MALICIOUS ACTIVITY OR THE WORSENING OF EXISTING MALICIOUS ACTIVITY. COALITION SECURITY WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES ARISING FROM OR RELATED TO SUCH NEW OR WORSENERED MALICIOUS ACTIVITY.

4. **CUSTOMER RESPONSIBILITIES.** Customer acknowledges and agrees that Customer must take the following actions to facilitate and enable delivery of the Solution, and Coalition Security shall have no liability for any diminished functionality, performance degradation, interruption, unavailability, or failure of the Solutions resulting from Customer's failure to take the required actions. Coalition Security reserves the right to suspend Solution delivery until such time as Customer performs the required actions. Failure to complete the required actions after written notice from Coalition Security (including email notice from Coalition Security to the Customer designated contacts) shall constitute a material breach by Customer of the Agreement.

4.1. **Onboarding.** During the onboarding process, the following activities must be performed by Customer as a precondition to delivery of the Solution.

4.1.1. **Contact Information.** Customer will (i) provide contact information, (ii) determine Customer communication preferences (e.g., email, phone). Customer must identify an appropriate number of suitably skilled person(s) who will work with Coalition Security. Customer's identified person(s) must have the necessary technical and business knowledge and authority to make decisions concerning the Solution. Coalition Security does not provide Customer with routine technical support outside of the scope of the Solution tier.

4.1.2. **Integrations.** The Customer will integrate their technology stacks, security controls, and collaboration tools. Coalition Security will, by default, initiate containment actions of threats on behalf of Customer. At any time, Customer, or the Customer's Partner if authorized, may modify containment actions via configuration of Customer's preferences in the platform.

4.1.3. **Deployment Requirements.** Customer must: a) deploy, integrate, and/or configure the applicable Solution to Customer's technology environment, running only supported versions of Solution and/or third-party security tools. Customer acknowledges and agrees that Solution must receive at least ninety-five percent (95%) of telemetry from all endpoints and internet-facing edge devices.

4.2. **Remediating Known Threats.** Customer must make reasonable efforts to timely remediate any compromises reported by Coalition Security or by other third-party technologies that Customer utilizes for cybersecurity detection and protection. Coalition Security will not be responsible or liable for any issues caused by Customer's failure to take remediation steps in a timely manner. Additionally, Coalition Security has no obligation to notify Customer or generate new Cases from Detections for which Coalition Security has already provided recommended remediation steps.

4.3. **Time and Date Settings.** Customer must ensure that all security telemetry has accurate time and date settings. Coalition Security will not be responsible for errors, issues, and residual risk

experienced or incurred by Customer for Detections generated by security telemetry with inaccurate time and date settings.

- 4.4. **Timely Response.** Customer must promptly acknowledge receipt of Coalition Security communications in writing (via email or other agreed method) and must timely respond to Coalition Security's requests.
- 4.5. **Actions Taken by Partners.** Customer may allow Partners to take certain actions within the scope of the Solution on Customer's behalf, in which case Customer is responsible for all actions or omissions of such Partner. Coalition Security will not be liable for Partners' actions or omissions.
- 4.6. **Third Party Tools.** Customer acknowledges and agrees that: (i) use of the Solution may require the Customer to make use of certain tools provided by either third parties or Coalition Security; (ii) use of third party tools may be subject to terms of use or end user license agreements between the Customer and the third party providers; and (iii) the Customer shall comply, and shall ensure that its Partners comply, with such terms of use or end user license agreements.

5. LICENSE GRANT

- 5.1. **License Scope.** Subject to Customer's compliance with the Agreement and this Wirespeed Addendum, Coalition Security grants Customer a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted in the Agreement), limited license during the Subscription Term to:
 - 5.1.1. Access and use Wirespeed for Customer's internal business purposes in accordance with this Wirespeed Addendum and the applicable Order; and
 - 5.1.2. Permit Customer's employees, contractors, and Affiliates to access and use Wirespeed in accordance with this Wirespeed Addendum and the applicable Order.
- 5.2. **License Metrics.** Customer's license to use Wirespeed is limited by the following metrics as specified in the applicable Order: number of endpoints, number of covered identities, or data volume processed per month.

6. DOCUMENTATION

- 6.1. **Available Documentation.** Coalition Security will make the following Documentation available to Customer for Wirespeed at: <https://docs.wirespeed.co/>.
- 6.2. **Updates to Documentation.** Coalition Security may update the Documentation from time to time. Customer's continued use of Wirespeed following any such updates constitutes acceptance of the updated Documentation.

7. SUPPORT

- 7.1. **Support Channels.** Wirespeed support can be contacted directly within the platform, via email (securitysupport@coalitioninc.com), or by phone: United States: (415) 851-2186; United Kingdom: (+44) 2045 764 141; Australia: (+61) 2 6190 6686. Support via video conferencing may be available for certain critical and high support issues.
- 7.2. **Support Exceptions.** Support is limited to Wirespeed and does not include issues caused by third-party software, hardware, or networks not under Coalition Security's control.

8. DATA HANDLING

- 8.1. **Collection of Customer Data.** In connection with Customer's use of Wirespeed, Coalition Security collects data pursuant to integrations connected by the Customer, and subject to the permissions Customer grants through those integrations.
- 8.2. **System Data.** Coalition Security will collect and may use System Data for the purposes described in the Agreement, including: threat detection and analysis; product features, improvements and development, and security research.