

**Gryphon Networks Corp. (d/b/a Gryphon.ai)**

**SUBSCRIPTION SERVICES AGREEMENT**

**APPLICABLE TO CUSTOMERS OF GRYPHON RESELLERS**

Customer is acquiring a subscription to a Service operated by Gryphon Networks Corp. (“Gryphon” or “Gryphon.ai”) from an unrelated third party authorized to sell such subscription Services (“Reseller”) under a separate agreement with Gryphon (“Reseller Agreement”). In addition to any terms and conditions related to the Customer’s use of the Service pursuant to any agreement by and between Customer and the Reseller, this Subscription Services Agreement (the “Agreement”) contains the terms and conditions that govern Customer’s access to and use of the Service. Gryphon is an express beneficiary of this Agreement, and in acquiring a subscription to the Service, Customer expressly acknowledges and agrees that Gryphon shall have the right to enforce this Agreement against Customer and that this Agreement constitutes the entire agreement and supersedes any and all prior agreements between Customer and Gryphon with regard to Customer’s subscription to the Service or Customer’s access to or use thereof under this Agreement.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Authorized User to access or use a Service, Customer agrees to be bound by this Agreement as of the date of such access or use of the Service (the “Effective Date”). If the Customer does not agree with this Agreement, Customer must not access, use, or authorize any use of the Services. Customer and Gryphon shall each be referred to as a “Party” and collectively referred to as the “Parties” for purposes of this Agreement.

Capitalized terms will have the meaning set forth herein.

**Definitions.**

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control of the Customer. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting or equity interests of the subject entity.

“Agreement” means, collectively, these Terms and Conditions and the Order Form(s).

“Authorized User(s)” or “Users” means individuals who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Authorized Users may include, for example, Customer’s and Customer’s Affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

“Customer” or “End User Customer” means the individual or entity, including its Affiliates, executing an Order Form either directly with Reseller or with Gryphon.

“Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.

“Documentation” means Gryphon’s written or electronic documentation, images, video, or text, including user guides and training material, specifying the functionality or limitations of the Services made available by Gryphon.

“Non-Gryphon Application” means a web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with a Service.

“Order Form” or “Sales Order” means an ordering document executed or acknowledged by Customer and governed by this Agreement, which details the Services being purchased by Customer, including the number of Authorized Users being provided access to use such Services. An Order may also be referred to as a “Sales Order” or “Schedule.”

“Privacy Policy” means Gryphon’s Privacy Policy located at <https://gryphon.ai/privacy-policy/>.

“Reseller” means the entity authorized by Gryphon to sell its subscription Services to End User Customers.

“Service(s)” means Gryphon’s products and services purchased by Customer pursuant to an Order Form entered into directly with Reseller or End User Customers.

“Service-Specific Terms” means the Supplemental Terms applicable to the use of the Services as specifically specified in Exhibit A attached hereto.

“Support Services and Service Level Schedule” means both the services Gryphon will perform to support the Services Customer has engaged Gryphon to provide as well as the applicable availability and response time service levels Gryphon will maintain throughout the Term as specified in Exhibit B attached hereto.

“Supplemental Terms” means the additional terms and conditions that are (a) included or incorporated on an Order Form or other reference to the Services and (b) subject to Gryphon’s Service-Specific Terms.

“Term” or “Subscription Term” means the Term specified in the Order Form.

“Users” or “Authorized Users” means individuals who are authorized by Customer to use the Gryphon Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer’s and Customer’s Affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

## **GENERAL TERMS AND CONDITIONS**

### **Section 1. Access and Use of the Services.**

1.1 Gryphon’s Obligations. Gryphon shall make the Service available to Customer pursuant to the applicable Order Form and Documentation. Gryphon will use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except during (a) Gryphon’s weekly maintenance window as specified in Exhibit B, Gryphon Support Services and Service Level Schedule and (b) a Force Majeure Event, if applicable. Customer acknowledges that Gryphon may modify the features and functionality of the Services during the Term. Gryphon will not materially decrease the overall functionality of the Services purchased by the Customer during the applicable Term. Customer agrees that its purchase of a Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Gryphon with respect to future functionality or features.

1.2. Customer’s Obligations. Access to and use of the Services is restricted, such as to the number of Authorized Users permitted under the applicable Order Form. Customer is responsible for all activities conducted under it and its Authorized Users’ logins or other access methods for the Service, including

maintaining the confidentiality of all Authorized User login information. Customer shall use the Service in compliance with applicable laws and regulations and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Authorized Users; (ii) send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Gryphon and any copyright or other notices appearing in or on the Service or which may be required by Gryphon at any time. Customer is responsible for compliance with the provisions of this Agreement by its Authorized Users for any and all activities that occur under Customer's account including monitoring the use of the Services for possible unlawful or fraudulent usage and shall notify Gryphon immediately if it becomes aware or has reason to believe that the Services are being fraudulently used. Customer acknowledges and agrees that its failure to notify Gryphon may result in the suspension of Customer's right to use and access the Services.

1.3. Compliance. Any use of the Service in breach of this Agreement, Documentation or the applicable Order Form for such Services, by Customer or its Authorized Users that in Gryphon's judgment threatens the security, integrity or availability of the Service, may result in Gryphon's immediate suspension of the Service; however, Gryphon will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

1.4. System Requirements. A high-speed internet connection is required for proper transmission of the Services. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Services, including protocols accepted by Gryphon, and to follow procedure for accessing services that support such protocols. Gryphon assumes no responsibility for the reliability or performance of any connections described herein, including any Customer Data transmitted across computer networks or telecommunications facilities which are not owned, operated, or controlled by Gryphon.

1.5. Customer Affiliates. Customer Affiliates may purchase and use Service subscription subject to the terms of this Agreement by executing an Order Form or Statement of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order Form or Statements of Work.

1.6. No Competitive Access. You may not access the Services for competitive purposes or if you are a competitor of Gryphon Networks Corp.

1.7. Modification. Customer acknowledges that Gryphon may modify the features and functionality of the Services during the Term. Gryphon shall provide Customer with thirty (30) days advance notice of any deprecation of any material feature or functionality. Gryphon will not decrease the overall functionality of the Services purchased by Customer during the Term.

1.7. Service-Specific Terms. Access and use of certain Services are subject to Gryphon's Service-Specific Terms.

## **Section 2. Compliance and Collection Services.**

2.1. Customer Obligations. If Customer engages Gryphon to provide Compliance and/or Collection Services, Customer will at all times remain in compliance with all laws requiring Customer to register for, acquire or purchase federal, state and private do-not-call or other do-not-contact lists or data. If applicable, Customer shall provide Gryphon with its federally assigned Subscription Account Number (SAN) associated with Customer's subscription to the U.S. National Do Not Call Registry and, if applicable, the Canadian National Do Not Call List. Customer shall also provide Gryphon with confirmation information associated with Customer's purchase of state do-not-call lists and any similar privately maintained lists upon request. Customer and Customer's Authorized Users shall not utilize Gryphon's Services to attempt to contact a telephone number associated with any U.S. or foreign jurisdiction for which Customer has not purchased private, state or National Do Not Call Registry contact data. Customer and Authorized Users shall not use Gryphon Services to: (i) place calls to jurisdictions outside the U.S or Canada, (ii) transmit false, defective or misleading caller ID information, or (iii) place any prerecorded or automated voice telephone calls. Customer will defend, indemnify, and hold Gryphon, its affiliates, directors, employees and agents and their successors and assigns harmless from any liability, claim, demand, suit or action to the extent that it is based on Customer's failure to fulfill its obligations under this Section 2.1. Customer understands and acknowledges Gryphon obtains or may obtain do-not-call, do-not-email, do-not-text, do-not-mail, do-not-fax, wireless telephone number, and business telephone number data and lists from government bodies, private sources and Customer. Gryphon does not own or control the data and information it is provided by such sources and bears no responsibility for any deficiencies or inaccuracies contained in such data at the time it is provided to Gryphon. Service output reflects such do-not-contact data, Customer Data, legal and regulatory requirements existing at the time-of-Service utilization by Customer. Service output used at a later time or date may not reflect do-not-contact data, legal or regulatory requirements at such later time or date.

## **3. Intellectual Property Rights.**

3.1. Intellectual Property Rights. Gryphon grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right to use the Services and Documentation for Customer's internal business purposes, or as may otherwise be set forth in the applicable Order Form. No title or ownership of the Services shall be transferred to Customer by way of this Agreement. Gryphon has sole right to and ownership of all intellectual property rights in and to: (a) the Services and Documentation, and all modifications, enhancements, improvements, adaptations, translations (b) the trademarks, service marks, and trade names associated with the Services; and (c) all other Gryphon supplied material developed for use in connection with the Services generally. The Services may contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer herein are reserved to Gryphon.

Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Services or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Services including to: (i) build or create a competitive product or service, and (ii) build or create a product or services using similar ideas, features, functions or

graphics of the Services, or (c) permit any third party to access the Services except as expressly permitted herein or under an Order Form.

**3.2. Customer Data.** As between Gryphon and Customer, Customer owns its Customer Data including all intellectual property rights related thereto. Gryphon is not responsible for validating Customer Data for accuracy, correctness, or usability. Customer grants to Gryphon, including its employees and consultants a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for Gryphon to provide the Service in accordance with the terms of this Agreement. Subject to the limited licenses granted herein, Gryphon acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data. Customer will not provide Gryphon with any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards as part of its Customer Data. Upon request by Customer, Gryphon shall, as identified by Customer, use commercially reasonable efforts to (1) promptly return to Customer, in the format and on the media as reasonably requested by Customer, Customer Data and (2) erase or destroy Customer Data in Gryphon's possession. Any archival tapes containing Customer Data shall be used solely for back-up purposes or as otherwise required to provide the Services.

**3.3. Statistical Usage Data.** Gryphon owns the statistical usage data derived from the operation of the Service, including data regarding web applications utilized in connection with the Service, configurations, log data, and the performance results for the Service ("Usage Data"). Nothing herein shall be construed as prohibiting Gryphon from utilizing the Usage Data to optimize and improve the Service or otherwise operate Gryphon's business; provided that if Gryphon provides Usage Data to third parties, such Usage Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Customer or any User(s) to any third party.

**3.4. Feedback.** Gryphon shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or its Users relating to the features, functionality, or operation of the Service ("Feedback"). Gryphon shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

## **Section 4. Security, and Confidentiality.**

**4.1. Security.** Gryphon shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data; (ii) protect the confidentiality of the Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement ("Security Program").

**4.2. Confidentiality.** Each Party ("Recipient") may, during the course of its provision and use of the Service hereunder, receive, have access to, and acquire knowledge from discussions with the other Party ("Discloser") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business

strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations (“Confidential Information”). Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Recipient; (c) were rightfully known to the Recipient prior to its receipt thereof from the Discloser; (d) are or were disclosed by the Discloser generally without restriction on disclosure; (e) the Recipient lawfully received from a third party without that third party’s breach of agreement or obligation of trust; or (f) are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient’s possession. The Recipient shall not (i) use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser’s prior written permission, or (ii) disclose or make the Discloser’s Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a “need to know” in order to carry out the purpose of this Agreement. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party’s cost, if the other Party wishes to contest the disclosure.

## **Section 5. Warranties and Disclaimer.**

5.1. Service Warranties. Gryphon warrants that during the Term: (i) the Service shall perform materially in accordance with the applicable Documentation, (ii) Gryphon will employ then-current, industry-standard measures to test the Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Service, and (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein. As Customer’s exclusive remedy and Gryphon’s entire liability for a breach of the warranties set forth in this Section 5, Gryphon shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Gryphon fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection shall be Customer’s sole remedy and Gryphon’s sole liability for breach of these warranties. The warranties set forth in this Section 5 shall apply only if the applicable Service has been utilized in accordance with the Order Form, Documentation, this Agreement, and applicable law.

5.2. Customer Warranties. Customer represents and warrants to Gryphon that it (a) is duly organized, validly existing and in good standing under the laws of the country and/or state in which it is organized and (b) has the full corporate power and authority to enter into this Agreement and any applicable Order Form and (c) to perform its obligations hereunder. Customer further warrants to Gryphon that it has and will continue to have the right to provide Gryphon with all Customer Data for the purposes set forth herein and that Customer will not use the Services in conflict or violations of any applicable law or regulation.

5.3. Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER THIS SECTION 5, GRYPHON HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICE, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER THIS SECTION 5. GRYPHON MAKES NO WARRANTY REGARDING ANY NON-GRYPHON APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE. GRYPHON SHALL HAVE NO OBLIGATION TO THE EXTENT THAT ANY DEFICIENCY OR FAILURE OF A SERVICE IS CAUSED BY (i) IMPROPER USE OR OPERATION OF THE SERVICE BY CUSTOMER; (ii) CUSTOMER'S REFUSAL OR DELAY TO IMPLEMENT UPGRADES TO THE SERVICES AS PROVIDED BYGRYPHON; (iii) FAILURE BY CUSTOMER TO ABIDE BY ANY STATE OR FEDERAL LAW OR REGULATION APPLICABLE TO THE SERVICES; (iv) FAILURE OR MALFUNCTION OF ANY ELECTRONIC, TECHNOLOGY OR TELECOMMUNICATIONS EQUIPMENT OR RESOURCE NOT UNDER GRYPHON'S SOLE CONTROL; OR (v) CUSTOMER REQUESTED MODIFICATION, CHANGE TO OR ALTERATION OF ANY GRYPHON SERVICE DEFAULT CONFIGURATION, SETTING, PROCESS OR FUNCTIONALITY. GRYPHON DOES NOT WARRANT THAT THE OPERATION OF OR ACESSS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **Section 6. Limitation of Liability.**

6.1. EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST BUSINESS OR SALES, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF GRYPHON), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COST OF REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL SPECIAL EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT, LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORSEEN SUCH DAMAGES.

6.2. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR THE OTHER PARTY'S AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES EXCEED THE FEES FOR SERVICES PAID BY RESELLER TO GRYPHON WITH RESPECT TO THE SERVICES CUSTOMER RECEIVED DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

THE LIMITATIONS SET FORTH IN SECTION 6.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM EITHER PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OF THIS AGREEMENT.

#### **Section 7. Indemnification.**

7.1. Gryphon's Indemnification Obligation. Gryphon will defend Customer from any and all claims, demands, suits or proceedings brought against Customer by a third party alleging that the Service, as provided by Gryphon to Customer under this Agreement infringe any patent, copyright, or trademark or

misappropriate any trade secret of any third party (each, an “Infringement Claim”). Gryphon will indemnify Customer for all damages, costs, reasonable attorneys’ fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Gryphon, in connection with an Infringement Claim. In the event of any such Infringement Claim, Gryphon may, at its option: (i) obtain the right to permit Customer to continue using the Service, (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing Service and refund to Customer any prepaid, unused Fees for such infringing Service hereunder. Notwithstanding the foregoing, Gryphon will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than Gryphon, (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer’s use of the Service other than in accordance with the Documentation and this Agreement. The indemnification obligations set forth in this Section 7 are Gryphon’s sole and exclusive obligations, and Customer’s sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

**7.2. Customer Indemnification Obligation.** Customer will defend Gryphon from any and all claims, demands, suits or proceedings brought against Gryphon (i) by a third party alleging a violation of a third party’s rights arising from Customer’s provision of the Customer Data; (ii) alleging a violation of applicable law in connection with Customer’s use of the Services; or (iii) arising out of gross negligence or willful misconduct. Customer will indemnify Gryphon for all damages, costs, reasonable attorneys’ fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Customer.

**7.3. Indemnity Requirements.** The Party seeking indemnity under this Section 7 (“Indemnified Party”) must give the other Party (“Indemnifying Party”) the following: (a) prompt written notice of any claim for which the Indemnified Party intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnifying Party in the defense of the claim, at the Indemnifying Party’s sole expense, and (c) sole control over the defense and settlement of the claim, provided that the Indemnified Party may participate in the defense of the claim at its sole expense. The Indemnifying Party may settle any claim without the Indemnified Party’s written consent unless such settlement: (a) does not include a release of all covered claims pending against the Indemnified Party or (b) contains an admission of liability or wrongdoing by the Indemnified Party.

## **Section 8. Term, Termination, and Effect of Termination.**

**8.1. Term.** This Agreement shall apply to Customer and Customer’s Authorized Users for the Term specified within the applicable Order Form(s) whereby Gryphon’s Services are being accessed and used by Customer until the expiration or termination of such Order Form(s).

**8.2. Termination.** Gryphon reserves the right to suspend or terminate Customer’s Services if (i) Gryphon is notified by Reseller of Customer’s failure to pay amounts due to Reseller with respect to Customer subscription to a Service; or (ii) Reseller fails to pay any amounts due to Gryphon pursuant to the Reseller Agreement with respect to Customer’s subscription to the Service. Gryphon shall have no liability to Customer of any kind with respect to any such suspension or termination.

## **Section 9. General.**

9.1. Amendment. Gryphon may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Gryphon will notify you not less than thirty (30) days prior to the effective date of any such amendment and Customer's continued use of the Services following the effective date of such amendment may be relied upon by Gryphon as Customer's consent to the terms of such amendment. Gryphon's failure to enforce at any time, any provision of this Agreement does not constitute a waiver of that provision or any provision of this Agreement.

9.2. Notices. Any notices directed to Gryphon under this Agreement must be delivered in English and in writing delivered to: (a) Gryphon Networks Corp., 33 Arch Street, Floor 17, Boston, MA 02110 U.S.A Attn: Legal Department or (b) electronic mail to [notices@gryphon.ai](mailto:notices@gryphon.ai).

9.3. Governing Law. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles. With respect to all disputes arising out of or related to this Agreement, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Suffolk County, Boston, Massachusetts.

9.4. Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

9.5. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

9.6. Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction.

9.7. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing Party.

9.8. Force Majeure. Neither Party will be liable in damages for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the Party's reasonable control, including without limitation acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations (each of the foregoing, a "Force Majeure Event"), provided that the non-performing Party is without fault in causing such condition. Subject to the Party so delaying promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty(30) days after that notice, the non-delaying Party may by notice in writing immediately terminate this Agreement.

9.9. Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

9.10. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all prior agreements between Customer and Gryphon with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation and all such terms or conditions in such purchase order, request for information, request for proposal, or other order documentation are null and void. Except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

## **Exhibit A**

### **Gryphon ONE Platform**

#### **Gryphon Service Specific Terms**

##### **Gryphon ONE Platform**

The Gryphon ONE Platform (the “Service Platform”) is a cloud-based Software-as-a-Service (“SaaS”) platform. Gryphon ONE safeguards businesses from costly regulatory risks and unnecessary constraints on audience reach by delivering automated compliance protection across every interaction. Our comprehensive platform offers intelligent contact compliance before contact with real-time screening and blocking of non-compliant communications, during contact with dynamic call guidance that delivers real-time compliance disclosures, and after contact with audit-ready intelligence and tools for expanding your marketable universe.

By combining market-leading contact compliance with real-time intelligence and insights, Gryphon ONE empowers organizations to interpret and act on risk signals to proactively mitigate risk while driving strategic growth.

##### **System Requirements**

A high-speed internet connection is required for use of the Service Platform. Customer is responsible for procuring and maintaining the network connections that allow Customer to access the Service Platform.

##### **Do-Not-Contact Data**

To ensure compliance with outbound calling and texting laws and regulations at both the state and federal level, individuals and/or entities performing such outreach are required to register for access to state, federal and private “do-not-contact” data directly with the appropriate sources. Gryphon may be prohibited from sharing do-not-contact data with individuals and/or entities that have not independently registered and been provided access to such data. Customer shall remain in compliance with all applicable laws and regulations obligating Customer to register and maintain access to do-not-contact data while utilizing the Service Platform.

Customer and Customer’s Authorized Users shall not utilize the Service Platform to attempt to contact a telephone number, whether such telephone number is designated as a residential landline telephone number or a wireless telephone number, for which Customer has not successfully registered and been provided access to applicable private, state, or federal do-not-contact data.

Additionally, Customer and Customer’s Authorized Users shall not use the Service Platform to either:

1. place calls to jurisdictions outside the U.S or Canada, as applicable,
2. transmit false, defective, or misleading caller ID information,
3. place any prerecorded or automated voice telephone calls; or

4. utilize any portion of the Service Platform in conjunction with an automated telephone dialing system ("ATDS").

### **United States**

The National Do-Not-Call Registry ("National DNC Registry") allows individuals to indicate their desire to limit unwanted telephone calls and text messages by registering their telephone numbers (both landline and wireless). The National DNC Registry is managed by the Federal Trade Commission ("FTC"), and its application is enforced by the FTC, the Federal Communications Commission ("FCC"), and state officials.

### **National Do-Not-Call Registry Requirements**

Customer shall meet each of the following requirements before using the National DNC Registry in conjunction with the Service Platform:

- Customer shall complete the FTC's certification requirements and purchase a Subscription Account Number ("SAN") for the National DNC Registry from the FTC.
- Customer shall purchase access for each area code Customer will be calling. All area codes in the 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, North Mariana Islands, American Samoa, and toll-free numbers (500, 800, 866, 877, 880, 881, 882, and 888) are covered by the National DNC Registry.
- Customer shall provide the SAN Organization ID and expiration date to Gryphon prior to using the Service Platform.
- Customer shall renew its SAN annually, providing Gryphon with the updated SAN Organization ID and expiration date prior to expiration of Customer's current SAN.

### **State Do-Not-Call List Requirements**

- Customer is required to register and purchase access to all applicable State do-not-contact lists prior to Gryphon providing access to the Service Platform.

### **Canada**

The National Do Not Call List ("NDNCL") is operated by the Canadian Radio-television and Telecommunications Commission ("CRTC"), allows individuals to have more control over the telemarketing calls they receive, providing a legal mechanism to reduce unwanted telecommunications. Customer shall purchase a subscription to the NDNCL for all applicable area codes prior to using the NDNCL in conjunction with the Service Platform.

### **Third-Party and Customer Data Sources**

Gryphon may acquire wireless telephone number reassignment and wireless calling restriction data (collectively, "Wireless Data") from independent third-party sources. Additionally, Gryphon may receive Customer's internal do-not-contact ("IDNC") data and Customer's express written permission ("EWP") exemption data directly from Customer. Gryphon is not liable for any deficiencies or inaccuracies contained in such data.



Customer shall ensure that all Customer do-not-contact data transmitted to Gryphon complies with all applicable federal, state and jurisdictional laws and regulations, including wireless restrictions enforced by the FTC and the FCC.

### **Transmission of Caller Identification and Caller Name Services**

Customer acknowledges and agrees that its use, and Customer's Authorized User's use, of Voice Integrations (as defined in the Add-On section of the Service Descriptions) used individually or collectively, will comply with all applicable laws, regulations, regulatory conditions, and decisions from regulatory authorities. As part of this obligation, Customer agrees that it and its Authorized Users are responsible for ensuring that all equipment and calling programs used in conjunction with Gryphon's Voice Integration Services complies with any specifications made available to Customer by Gryphon regarding the accurate transmission of Caller Identification and Caller Name and use of active, reachable callback numbers.

### **Call Recording**

Gryphon will not dispense any legal advice relative to call recording and transcription laws or regulations. If Customer has questions concerning legal implications or issues related to call recording and transcription, how the various laws and regulations apply in particular states, or the legal implications of the use of a Gryphon Service, you should contact an attorney for advice.

Gryphon is not liable for any misinterpretation, lack of understanding, or lack of knowledge regarding the use of electronic recordings or the use of its Services by a Customer, its Authorized Users or any other party. It is the Customer's responsibility to ensure itself and its Authorized Users maintain legal use of the Services.

There are federal and state statutes governing the use of electronic, mechanical, or other device recordings. The unlawful use of such equipment when recording, including consent and disclosure requirements, may result in civil litigation and/or criminal prosecution. It is critical that Customer understands the statutes that apply and what Customer's rights and responsibilities are when recording, transcribing and disclosing communications.

### **Overage Terms; Overage Cap; Overage Fees**

Customer and its Authorized Users (in the aggregate) will be allotted a certain number of contact point records on an annual basis for submission to the Services Customer engages Gryphon to provide ("Overage Cap"). Customer's contact point records may include telephone numbers for calling or texting, email or postal mail. The Overage Cap will be as specified in Customer's Order Form.

Each Contact point record submitted for certification or data management (collectively referred to herein as a "Transaction") is processed and recorded by Gryphon. Each Transaction of a contact point record to the applicable Service(s) is processed and recorded for purposes of monitoring Customer's Overage Cap and are not based on the uniqueness of the contact point record submitted. Transactions of contact point records by Customer's Authorized Users will be monitored, recorded, and reported on incrementally by Gryphon during the Term and any Renewal Term as specified in Customer's Order Form.

If Customer's contact point record Transactions exceeds the annual Overage Cap during the designated 12-month period of the Term (or Renewal Term, as applicable), an overage fee ("Overage Fee") will apply to each Transaction submitted in excess of the Overage Cap. The Overage Fee will be as specified in



Customer's Order Form. Overage Fees, if any, due and owing Gryphon will be calculated and invoiced in accordance with the terms of Customer's Order Form.

## **Exhibit B**

### **Gryphon Support Services and Service Level Schedule**

#### **Gryphon Support Services**

Gryphon shall provide Customer the following Support Services beginning on the date Gryphon first provides Customer access to the Services and continuing throughout the Term and any Renewal Terms.

#### **Upgrades**

Customer shall receive upgrades to Services that provide correction of errors, additions in functionality, point releases, or substitutes that provide performance, structural or functional improvements, including redesign or replacement. Upgrades do not include new releases of the Services that:

1. are not generally made available to other customers without the payment of an additional fee or fees, or
2. contain substantially new, different, or enhanced functionality than that contained in or delivered by the Services pursuant to this Agreement.

#### **Phone Support**

Phone support is available from the Gryphon Help Desk from 8:00 am to 6:00 pm ET Monday through Friday. Calls may be recorded for quality assurance and training purposes.

#### **Email Support**

Email support is available from the Gryphon Help Desk from 8:00 am to 6:00 pm ET Monday through Friday with an average response time of less than 1 hour. Email support is available for Critical issues after hours and during weekends and holidays. In the event Customer opens a trouble ticket, the Help Desk will assign a level of severity in accordance with the schedule below.

<b>Severity Description</b>		<b>Time to Resolution</b>
<b>Critical</b>	Services are not available or loss of functionality with severe operational impact to Customer business operations	4 Business Hours
<b>High</b>	Loss of functionality that impacts Customer business operations	12 Business Hours
<b>Low</b>	Loss of functionality that does not materially impact Customer business operations	24 Business Hours

#### **Customer Data Retention**

Gryphon will retain records of applicable Service activity for the following time periods:

Record Type	Definition	Retention Period
Calling Activity	Records of telephone calls made through Gryphon Connect.	5 years
Certification Activity	Contact Certifications processed by the Gryphon Compliance Service.	5 years
Call Recordings		1 year
Call Transcriptions		3 years

### Gryphon Service Level Schedule

Gryphon shall make reasonable efforts to maintain the service levels below during System Hours of Operation, measured per calendar month, beginning on the first full calendar month of Customer's use of the Services in a production environment.

**System Hours of Operation:** Services are available 24/7 excluding the Weekly Maintenance Window (1:00 am to 5:00 am ET each Sunday).

**Contact Point:** Each U.S. telephone number, postal mail address, or email address submitted for certification.

Service	Availability	Response Time	Service Level Objective
<b>Certify</b>	99.90%	≤ 24 hours per file <sup>1</sup>	99.90%
<b>Search™</b>	99.90%	≤ 10 seconds per Contact Point	99.90%
<b>Web Services API (Real Time)</b>	99.90%	≤ 1 second per Contact Point <sup>2</sup>	99.90%
<b>Web Services API (Batch)</b>	99.90%	≤ 1 second per Contact Point <sup>3</sup>	99.90%
<b>Salesforce CRM Integration</b>	99.90%	≤ 4 seconds per Contact Point	99.90%
<b>Gryphon Chrome Extension</b>	99.90%	≤ 4 seconds per Contact Point	99.90%
<b>Automated Call Blocking</b>	99.90%	≤ 1 second	99.90%

		per Contact Point	
<b>Gryphon Connect</b>	99.90%	≤ 450 milliseconds per Contact Point	99.90%

1) Certify: response time is measured from file upload to processing completion. Files submitted are limited to 20 megabytes (MB) in size.

2) Web Services API (Real Time): response time is measured per qualifying API request. Qualifying API requests are limited to one (1) Contact Point per any single Web Services API request, and no more than one hundred (100) concurrent Web Services connections are allowed.

3) Web Services API (Batch): response time is measured per Contact Point using the average response times of qualifying API requests. Qualifying API requests are limited to no more than two hundred (200) total Contact Points per any single Web Services API request, and no more than fifty (50) concurrent Web Services API connections are allowed.

Service levels shall be measured based on the performance of Gryphon's systems when Customer uses Services in accordance with usage guidelines as documented by Gryphon, excluding any third-party technology and telecommunications resources not controlled by Gryphon. Service levels for Gryphon services accessed via third-party technology and telecommunications resources shall be measured from and back to the applicable interface with Gryphon's systems. Service levels set forth herein are subject to change based on Customer-directed configurations or customizations.

#### **Exclusions**

All Service Level objective measurements do not include Service issues resulting in whole, or in part, from one or more of the following causes:

1. Gryphon scheduled maintenance,
2. Customer scheduled maintenance,
3. Conditions attributable to Customer's use of Gryphon Services other than as set forth in Customer's Order Form, or Gryphon-documented instructions, or
4. Force majeure events beyond the reasonable control of Gryphon including, but not limited to, acts of God, government regulation, natural disaster, and national emergency.