

ANDESITE MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, together with all exhibits and schedules (the “Agreement”) is made as of the date specified in the Order under GSA Schedule Contracts(the “Effective Date”), by and between Andesite AI, Inc., a Delaware corporation having its principal place of business at 1800 Tysons Blvd., Suite 900, McLean Virginia 22102 (“Andesite”), and the Ordering Activity under GSA Schedule contracts identified in the Order (the “Customer”).

1. **SCOPE; DEFINITIONS.** This Agreement consists of the enclosed terms and conditions, and Exhibit A (“Order Form”), which is incorporated herein by reference. This Agreement covers Customer’s use of and access to the Andesite Platform. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1. “Applicable Data Protection Laws” means as applicable: European Data Protection Laws, US Privacy Laws, and any other laws or regulations applicable to Andesite’s processing of Customer Data under this Agreement; in each case as may be amended, superseded, or replaced..

1.2. “Andesite Platform” means the access to and use of (a) Andesite’s cloud-based security software platform (the), and (b) the limited online data processing and analysis functionality of the Andesite Platform and all related features ordered by Customer, operated by Andesite and made available to Customer via the Andesite web sites.

1.3. “Authorized Users” means Customer’s employees, contractors (including third party engaged by Customer), who are authorized to use the Andesite Platform and for whom Customer has purchased rights to access and use the Andesite Platform in accordance with the terms and conditions of this Agreement.

1.4. “Confidential Information” means: any information or data (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations) provided or disclosed by disclosing party or its agents to receiving party that is: (i) fixed in a tangible medium and marked as the confidential or proprietary information of the disclosing party; (ii) otherwise provided or disclosed by or on behalf of the disclosing party marked as proprietary at the time the information is provided; or (iii) not falling within any of the prior clauses of this sentence, but which, a reasonable person would conclude is of a confidential nature given the facts and circumstances of such disclosure or (iv) the Andesite Platform, the Support Services and the Documentation.

1.5. “Customer Data” means (a) all data, information, content and other materials pertaining to any and all users of the Andesite Platform and (b) all data, information, content (structured and unstructured) and other materials uploaded or copied to the Andesite Platform by an Authorized User or any data generated from the use of, concerning or contained in, or otherwise transmitted by or through, the Andesite Platform or otherwise provided by Customer or an Authorized User.

1.6. “Documentation” means Andesite’s release notes or other similar instructions in hard copy or machine readable form supplied by Andesite generally to its customers that describes the Andesite Platform provided hereunder.

1.7. “European Data Protection Laws” means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC (“e-Privacy Directive”); (iii) any applicable national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (“Swiss DPA”); and (v) in respect of the United Kingdom (“UK”), the Data Protection Act 2018 and the GDPR as saved into UK law by virtue of section 3 of the UK’s European Union (Withdrawal) Act 2018 (the “UK GDPR”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the UK’s European Union (Withdrawal) Act 2018 ; in each case as may be amended, superseded or replaced.

1.8. “Marks” means all proprietary indicia, trademarks, trade names, symbols, logos and/or brand names Andesite may adopt from time to time to identify Andesite, the Andesite Platform or any related parties or materials.

1.9. “Output” means the intelligence and analysis of the Customer Data produced by the Andesite Platform.

1.10. “Professional Services” means the development, implementation and/or other professional services, if any, to be provided by Andesite to Customer as set forth in the relevant Order Form.

1.11. “Reports” means the output, results, numerical tables, evaluations, reports, summaries, graphs, charts, and analyses or other content generated by Andesite as part of the Andesite Platform.

1.12. “Subscription Term” means the period of time during which the Customer is permitted to access and use the Andesite Platform as particularly described in an Order Form.

1.13. “US Privacy Laws” means, as applicable: the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq. (2018) as amended by the California Privacy Rights Act of 2020 (“CPRA”) (together the “CCPA”), 5 U.S.C. §§ 6801-6809, §§ 6821-6827 (the “Gramm-Leach-Bliley Act”) the Virginia Consumer Data Protection Act (“VCDPA”), as of July 1, 2023, the Connecticut Data Privacy Act (“CTDPA”), the Colorado Privacy Act (“CPA”), and as of December 31, 2023, the Utah Consumer Privacy Act (“UCPA”).

2. **GRANT OF ACCESS.**

2.1. **Grant.** Subject to the terms and conditions of this Agreement, including Customer’s payment obligations, Andesite grants to Customer and its Authorized Users a non-exclusive, non-transferable right to (i) upload Customer Data to the Andesite Platform and (ii) access and use the Andesite Platform and the Output solely in accordance with applicable Documentation and solely for the internal business purposes of Customer. Customer understands that this Agreement grants certain rights of access only, and that nothing in this Agreement may be interpreted to require delivery of a copy of any of the Andesite Platform to Customer or installation of a copy of such Andesite Platform upon any computers or systems under Customer’s control. The parties agree

and understand that this Agreement does not contemplate any customized services, work for hire, or code developed for Customer.

2.2. Procedures and Technical Protocols. Andesite will provide Customer procedures according to which Customer may establish and obtain access to and use the features and functions of the Andesite Platform, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Customer to obtain access to the Andesite Platform via the Internet (together with relevant portions of the Documentation, the “Access Protocols”).

2.3. Documentation License. Subject to the terms and conditions of the Agreement, Andesite hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license during the Subscription Term to use and make copies of the Documentation, solely for use by Customer in connection with the exercise of rights granted in Section 2.1. Customer acknowledges that no right is granted to modify, adapt, translate, publicly display, publish or create derivative works of the Documentation. Customer acknowledges that the Documentation is Andesite’s Confidential Information, and hereby agrees to maintain and not remove any copyright notices, trademark notices, and confidentiality notices.

2.4. Authorized Users.

(a) Selecting Authorized Users. Customer agrees to obtain separate credentials (e.g., user IDs and passwords) via the Andesite Platform for each Authorized User and may not permit the sharing of Authorized User credentials.

(b) Customer’s Responsibilities Regarding Authorized Users. Customer hereby agrees to take full responsibility for all acts and omissions of an Authorized Users and any act or omissions of Authorized Users that, if undertaken by Customer, would constitute a breach of this Agreement shall be deemed a breach of this Agreement by Customer. Customer shall at all times be responsible for all use of the Andesite Platform under an Authorized User’s account (including for the payment of Fees related to such use), whether such action was taken by an Authorized User or by another party, and whether or not such action was authorized by an Authorized User. This responsibility includes the security of each Authorized User’s credentials, and Customer agrees not to share (and will instruct each Authorized User not to share) such credentials with any other person or entity, or otherwise permit any other person or entity to access or use the Andesite Platform.

2.5. Restrictions. Customer recognizes and agrees that the Andesite Platform, the Professional Services, the Output and the Documentation, including without limitation, the structure, sequence and organization of Andesite’s software, code, scripts, files and components (collectively, the “Andesite Materials”) are the property of Andesite, contain valuable trade secrets and proprietary information, and are provided to Customer under the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer agrees that it shall not, and shall ensure that no Authorized Users, do any of the following: (a) use the Andesite Materials or any components thereof in any manner beyond the scope of rights expressly granted in this Agreement; (b) download, use, copy, install, deploy, perform, modify, license, display,

reproduce, distribute or disclose the Andesite Materials or any components, models, algorithms, files or systems used to provide or contained within the Andesite Materials, in whole or in part; (c) sell, license, transfer, rent, loan, pledge, or allow any third party access to the Andesite Materials (in whole or in part and whether done independently or as part of a compilation); (d) copy, modify, translate, decipher, reverse engineer, decompile, decode, disassemble, create derivative works based on, sublicense, distribute or otherwise attempt to derive or gain improper access to any software component of the Andesite Materials or any components, models, algorithms or systems used to provide or contained within the Andesite Materials, in whole or in part or engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2023 publication available at <https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-2e2023.pdf>; (e) use the Andesite Materials or any other Andesite Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Andesite Platform; (f) use the Andesite Platform or any Output in a manner that violates any usage or other policies of any third party that applies to the Andesite Platform, to the extent Andesite has notified Customer in advance of the applicability of such policies; (g) utilize the Andesite Platform (including any AI models or derivatives thereof), documentation, or Output to train, improve or have trained or improved an AI model (e.g., engage in “model scraping”); (h) remove, alter or obscure any copyright notice, proprietary notice, labels or Marks on the Andesite Materials; (i) disable or circumvent any access control or related device, process or procedure established with respect to any Andesite Materials or any other part thereof; (j) create, translate or otherwise prepare derivative works based upon the Andesite Materials; (k) “crawl” or “scrape”, whether manually or by automated means, (including bots, scrapers, and spiders), to view, access or collect any data or information within the Andesite Materials; (l) post or make generally available any Andesite Materials (in whole or in part) to individuals or a group of individuals who have not agreed to the terms and conditions of this Agreement; or (m) share any user authentication information and/or password provided to Customer by Andesite with any third party to allow such party to access Andesite portal account or to otherwise access the Andesite Materials. Customer is responsible for all use (including the use by any of Customer’s employees or agents) of any Andesite Materials and for compliance with this Agreement and any applicable third party software license agreement.

2.6. Designated Contacts. Each party will designate in each Order Form one or more individuals who will serve as the point(s) of contact between the parties for all matters relating to Andesite Platform to be performed thereunder. A party may designate new contacts by written notice to the other party.

2.7. Modification to the Andesite Platform. Andesite reserves the right to modify the software underlying the Andesite Platform at any time. Andesite reserves the right to improve or otherwise modify its proprietary technology, internal computing or storage device, machine learning algorithms, or network architecture at any time, subject to maintaining appropriate industry standards of practice relating to the provision and security of the Andesite Platform, and provided that any such modification does not materially diminish the core functionality or security of the Andesite Platform.

3. RIGHTS IN INTELLECTUAL PROPERTY.

3.1. Andesite Intellectual Property. Except as expressly set forth in this Agreement, Andesite, and its licensors, retain all right, title, and interest in and to the Professional Services, the Andesite Platform, the Output, the Andesite Materials and all other Andesite Intellectual Property and all intellectual property rights therein. This Agreement does not transfer to Customer any title or any ownership right or interest in any Andesite Materials or in any intellectual property rights in the Andesite Materials. Andesite shall also own and retain all right, title and interest in and to the following: (a) the Andesite Materials; (b) the Output, content, reports and templates developed by Andesite including, without limitation, the Andesite resources available in shared libraries; (c) all developments, enhancements, organization, features, modifications relating in or to the Andesite Platform; and (d) aggregated and de-personalized data and metrics relating to the use, operation and performance of the Andesite Platform. Any rights in the Andesite Materials not granted herein are expressly reserved by Andesite or its licensors. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

3.2. Customer Intellectual Property. Customer hereby grants to Andesite a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, perpetual license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, or distribute any Customer Data. The use of Customer Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer. Customer shall own all Customer Data provided by Customer or its Authorized Users that is uploaded to the Andesite Platform. Except as is necessary in the performance of its obligations under this Agreement, Andesite shall have no legal or equitable interest in, or claim to, such data and information; provided, however, that Andesite may run and use metrics on the foregoing data and information for the purpose of maintaining, marketing and improving Andesite's products and services. Customer shall reasonably comply with Andesite's requests for access to the foregoing data to be used as stated above.

3.3. Suggestions, Ideas and Feedback. Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to Andesite with respect to the Andesite Platform provided, however, that under no circumstance shall Feedback include any intellectual property rights of the Customer. Feedback is voluntary and Andesite is not required to hold it in confidence. Andesite may use Feedback for any purpose without obligation or restrictions of any kind. Andesite acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Andesite an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Andesite's business, including for the enhancement of the Andesite products and related services.

3.4. Representations and Warranties Regarding Customer Data. If, in the process of using the Andesite Platform, the Customer uploads, records or otherwise transmits any Customer Data to Andesite, then the Customer represents and warrants to Andesite that the Customer: (a) is the owner or authorized user of the Customer Data; (b) is solely responsible for the Customer Data; and (c) acknowledges and agrees that Andesite neither controls nor guarantees the accuracy, integrity, or quality of the Customer Data. The Customer will not use the Andesite Platform or upload, record or otherwise transmit any Customer Data that: (i) infringes any third party's

copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; or (ii) violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic. The Customer understands that by using the Andesite Platform that its Authorized Users may be exposed to Customer Data that is improper, offensive or a violation law, and therefore under no circumstances will Andesite be liable to any person or entity for any alleged damages sustained by the distribution of the Customer Data to any Authorized User. Upon termination of this Agreement, the Customer agrees that any Customer Data uploaded to the Andesite portal will not be returned to the Customer. Should the Customer or its Authorized User submit technical support questions or comments to Andesite, then the Customer agrees that Andesite may edit and post those questions or comments with the response, (without revealing personal information), on Andesite's support web site and that all such questions or comments shall be Andesite's property.

3.5. Data Back-Up. Customer agrees and understands that it alone is responsible for protecting and backing-up the data created, used, stored and/or transmitted in connection with the use of the Andesite Platform, and the parties further understand that Andesite shall have no liability whatsoever for any loss of, or failure to recover, such data, or any loss or disruption caused by failure to properly back-up the data and/or the Andesite Platform on a periodic basis.

4. SUPPORT. Support will be provided pursuant to Andesite's standard Service Level Agreement, a copy of which is attached hereto as Exhibit B.

5. PAYMENT.

5.1. Fees. Except as otherwise set forth on an Order Form, the fees set forth on an Order Form (the "Fees") shall be paid on an annual basis at the beginning of the annual term within thirty (30) days of receipt of Andesite's invoice without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith). If any invoiced amount is not received by Andesite by the due date, then without limiting Andesite's rights or remedies, those unpaid amounts shall be subject to interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid, Reserved.

5.2. Expenses. Customer agrees to pay or reimburse Andesite for any and all reasonable and necessary travel expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR).

5.3. Taxes. Andesite shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Andesite shall include the sales and use taxes its invoice to Customer and remit such sales and use taxes collected to the relevant authority if required by applicable law. For the avoidance of doubt, Andesite will be responsible for direct taxes imposed on Andesite's net income or gross receipts in its tax jurisdiction.

6. CONFIDENTIAL INFORMATION; PERSONAL INFORMATION.

6.1. Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature. “Confidential Information” shall mean any non-public information of the other party that is designated as confidential, or that the receiving Party knew or reasonably should have known, under the circumstance surrounding the disclosure, was confidential or proprietary. Confidential Information includes, without limitations, each party’s Materials, business and marketing strategies, employee and customer lists, customer profiles, project plans, design documents, pricing data, research, advertising plans, leads and sources of supply, development activities, in each case, whether such information is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically). Confidential Information also includes any notes, summaries, and analysis of the foregoing that are prepared by the receiving party. Without limiting the generality of the foregoing, Customer’s Confidential Information shall include all Customer Data and information regarding Customer’s customers, sales, marketing, personnel matters, or means of doing business; Andesite’s Confidential Information shall include Andesite’s Intellectual Property and Andesite Materials.

6.2. Non-use and Non-disclosure. The receiving party may only use the disclosing party’s Confidential Information to fulfill the purposes of this Agreement. The receiving party will protect the disclosing party’s Confidential Information by using at least the same degree of care as the receiving party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure or publication of such Confidential Information. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to its (and its Affiliates) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially similar to those contained herein. Upon the request of a disclosing party, the receiving party shall promptly destroy any and all Confidential Information of the disclosing party in its possession or under its control, and any copies made thereof.

6.3. Exclusions. Information will not be deemed Confidential Information if it: (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party without use of or reliance upon the disclosing party’s Confidential Information, and the receiving party can provide evidence to that effect. The receiving party may disclose Confidential Information pursuant to the requirements of a court, governmental agency or by operation of law but shall (to the extent permissible by law) limit such disclosure to only the information requested and give the disclosing party prior written notice sufficient to permit the disclosing party to contest such disclosure. Andesite recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

6.4. Security and Processing of Customer Data.

(a) Customer Data. As between Andesite and Customer, Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the Andesite Platform; (iii) ensuring Customer and Andesite have a valid legal basis for processing Customer Data and for sharing Customer Data with Andesite (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.

(b) Data Protection Laws. The parties shall comply with their respective obligations under the Applicable Data Protection Laws. In particular, if Customer is established in the European Economic Area (“EEA”), in the United Kingdom (“UK”) or in California, or will, in connection with the Andesite Platform, provide Andesite with personal data relating to an individual located within the EEA, the UK or California, the parties shall comply with the Data Processing Addendum attached hereto as Exhibit C (“DPA”) which in such case is hereby incorporated into this Agreement.

6.5. Security of Customer Data. Andesite shall: (a) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; (b) have measures in place designed to protect the security and confidentiality of Customer Data; and (c) 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. Andesite shall not materially diminish its security controls with respect to Customer Data during a particular Subscription Term.

6.6. Data; Aggregation. Notwithstanding anything in this Agreement to the contrary, Andesite shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Andesite Platform and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Andesite will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Andesite Products and for other development, diagnostic and corrective purposes in connection with the Andesite Products and other Andesite offerings, and (ii) disclose such data solely in aggregated or other de-identified form in connection with its business. To the extent a license is required under Customer’s intellectual property rights for Andesite to perform any of its rights under this Section 6.6, Customer hereby grants Andesite an irrevocable, non-exclusive, perpetual, royalty-free license to do so, in connection with Andesite’s business, including for the enhancement and improvements of the Andesite Products and related services. Notwithstanding anything to the contrary herein, Andesite shall own all rights, title and interest in and to all derivative works and aggregated data prepared or created by Andesite in connection with this Agreement, including all intellectual property rights therein, provided such data is in de-identified form. Customer will ensure its End Users agree to Andesite’s use of Customer Data in accordance with this Section 6.6. All Customer Data shall remain owned by Customer and Andesite shall have no rights to, and shall not, use, disclose or exploit the Customer Data except for the benefit for Customer as set forth herein.

7. WARRANTY AND DISCLAIMER.

7.1. Andesite represents and warrants that, during the Subscription Term, the Andesite Platform function in material conformance with the functionality described in Andesite's Documentation or Order Form relating to the applicable Andesite Platform and will meet the availability commitments set forth in Exhibit B, provided, Customer has complied with all instructions and other requirements necessary to access and use the Andesite Platform. In addition, Andesite agrees to use commercially reasonable efforts to test the Andesite Platform for the presence of viruses and/or malware and to remove and destroy and viruses and/or malware found. Andesite will, at its expense, correct any nonconformity. Andesite does not warrant the accuracy of Customer's data, configurations, or outputs generated by Customer's use of the Andesite Platform.

7.2. Professional Services Warranty. Andesite warrants that Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Services. As Customer's sole and exclusive remedy and Andesite's entire liability for any breach of the foregoing warranty, Andesite will promptly re-perform any Professional Services that fail to meet this limited warranty.

7.3. Remedy. In the event of the breach of the warranty in Section 7.1, Customer's sole and exclusive remedy shall be for Andesite, at its election and expense, to use commercially reasonable efforts to repair or replace the non-conforming Andesite Platform, provided that Andesite is notified in writing of all warranty problems within thirty (30) days of the occurrence of such failure or defect.

7.4. Accuracy; AI. Artificial intelligence and machine learning are rapidly evolving fields of study and Andesite is constantly working to improve the Andesite Platform and the resulting Output to make them more accurate, reliable, safe and beneficial. However, given the probabilistic nature of machine learning, use of the Andesite Platform and the resulting Output may in some situations result in incorrect Output that does not accurately reflect real threats, vulnerabilities, compromises, or facts. Therefore, notwithstanding anything to the contrary herein, all Output is provided AS IS without any warranties whatsoever, and the Customer takes full and sole responsibility for the use and reliance upon any such Output. Customer agrees to separately evaluate the accuracy of any Output as appropriate for its use case, including by using human review of the Output. Customer may not represent that Output from the Andesite Platform was human-generated, nor may Customer sell or share for commercial benefit or purposes Output either integrated into a Customer product or as a standalone product or service to any third parties.

7.5. EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 7, THE SERVICES, ANDESITE PRODUCTS AND ALL DOCUMENTATION, MATERIALS PROVIDED BY ANDESITE HEREUNDER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND ANDESITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER

LATENT OR PATENT. NO WARRANTY IS MADE BY ANDESITE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. ANDESITE DOES NOT WARRANT THAT THE SERVICES, THE ANDESITE PLATFORM OR THE DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT ANDESITE'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR ITS BENEFIT ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL OPEN SOURCE PROGRAMS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. THE WARRANTY MADE BY ANDESITE MAY BE VOIDED BY ABUSE OR MISUSE.

8. INDEMNIFICATION. Andesite(an "Indemnifying Party") will defend, at its expense, any action brought against the Customer(an "Indemnified Party") by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the gross negligent acts or willful misconduct of the Indemnifying Party or its personnel, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against the Indemnified Party (or are payable in settlement by the Indemnified Party); provided that the Indemnified Party: (i) promptly notifies the Indemnifying Party in writing of the claim; (ii) grants the Indemnifying Party sole control of the defense and settlement of the claim; and (iii) provides the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The Indemnifying Party will have no obligation under this Section to the extent any claim is based on the negligent acts or willful misconduct of the Indemnified Party or its personnel.

9. LIMITATION OF LIABILITY.

9.1. UNLESS OTHERWISE EXPRESSLY STATED HEREUNDER, UNDER NO CIRCUMSTANCES SHALL ANDESITE OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS; (II) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA OR (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), IN EACH CASE EVEN IF ANDESITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. IN NO EVENT WILL ANDESITE'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE PROFESSIONAL SERVICES, THE SUPPORT SERVICES, OR ANDESITE PLATFORM, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO ANDESITE OVER THE LAST 12 MONTHS FOR THE SERVICES THAT GIVES RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM ANDESITE'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9.3. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR THE USE OF THE PROFESSIONAL SERVICES, THE ANDESITE PLATFORM AND FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE PROFESSIONAL SERVICES, THE ANDESITE PLATFORM, AND FOR ANY RELIANCE THEREON. THE LIMITATIONS OF LIABILITY IN THE ABOVE PARAGRAPHS OF THIS SECTION 9 ARE EACH INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.4. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. VERIFICATION. Customer agrees that Andesite or its designee shall have the right to periodically conduct on-site audits of Customer's use of the Andesite Platform. These audits will be conducted during regular business hours, and Andesite will make reasonable efforts to minimize interference with Customer's regular business activities. Alternatively, Andesite may request that Customer complete a self-audit questionnaire in a form provided by Andesite. If an audit or such questionnaire reveals unlicensed use of the Andesite Platform, Customer agrees to promptly order and pay for sufficient licenses to permit all usage disclosed.

11. TERM AND TERMINATION.

11.1. Term of Agreement. The parties intend for this Agreement to become legally enforceable starting on the Effective Date and shall remain in effect for the period of one (1) year, unless either party terminates it in one of the situations permitting termination as described below. If the Agreement has not been terminated prior to the end of that initial period, the duration of the Agreement may be extended one (1) year at a time, successively by executing a written order for the successive renewal term.

11.2. Reserved.

11.3. Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Andesite shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination, Andesite will refund to Customer the pro-rata amount of the unused Fees paid for the Andesite Platform prior to such termination.

11.4. Reserved.

11.5. General consequences of termination. Effective immediately upon expiration or termination of this Agreement, all access rights and licenses granted under this Agreement will become void, and neither party will have continuing rights to use any Confidential Information of the other party or to exercise any intellectual property rights having been licensed under this

Agreement. As soon as can reasonably be accomplished after this Agreement expires or is terminated, or soon at either party's request, each party will discontinue its use and will return to the other party its Confidential Information. If Customer has payment obligations that have accrued but remain unpaid at the time of expiration or termination, Customer will make payment in full within ten (10) days after the expiration or termination.

11.6. Continuing Force of Certain Provisions. Even if this Agreement expires or is terminated, the Parties agree to remain bound by the provisions of Sections 1, 3, 5, 6, 7.4, 8, 9, 11.5, 11.6, 12 and all warranty disclaimers and use restrictions. The rights and duties created by those provisions will not expire or terminate, but will remain in effect for so long as the provisions themselves expressly state. Each party will retain any claims accrued prior to expiration or termination, such as accrued rights to receive payments from the other party.

12. GENERAL PROVISIONS.

12.1. Legal Compliance; Restricted Rights. Customer shall be responsible for, and agrees to comply with, all applicable laws, statutes, ordinances, regulations and other types of government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity) ("Laws"). Without limiting the foregoing, Customer agrees to comply with all U.S. export Laws and applicable export Laws of Customer's locality (if Customer are not in the United States), and Customer further agrees not to export the Andesite Platform or other materials provided by Andesite without first obtaining all required authorizations or licenses. The Andesite Platform and Documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Andesite Platform and the Documentation are governed by the terms of this Agreement.

12.2. Relationship of the Parties. Andesite is providing the Andesite Platform as an independent contractor and nothing in this Agreement will be construed as establishing an employment, agency, partnership or joint venture relationship between Customer and Andesite or any Andesite personnel. Andesite has no authority to bind Customer by contract or otherwise. Andesite acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Andesite is solely responsible for all taxes, expenses, withholdings and other similar statutory obligations arising out of the relationship between Andesite and its personnel.

12.3. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

12.4. Governing Law.

(a) Governing Law; Venue. This Agreement, and any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement, will be governed by the Federal laws of the United States. Customer expressly agrees with Andesite that this

Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

(b) Equitable Relief. A breach or threatened breach, by either party of Section 6 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

12.5. Reserved.

(a)

12.6. Severability. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

12.7. Force Majeure. In accordance with Clause FAR 52.212-4(f), Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

12.8. Notices. Any notices under this Agreement to Andesite will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as Andesite may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Andesite shall be sent to the attention of General Counsel (unless otherwise specified by Andesite)

12.9. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, provided that no such consent will be required to assign this Agreement in its entirety to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets. Any assignment in violation of this Section 12.9 shall be void, ab initio, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective permitted successors and assigns

12.10. Further Assurances. Customer agrees, at Andesite's request and reasonable expense, to provide reasonable assistance and cooperation to Andesite and its designees, and to give testimony and execute documents and to take such further acts reasonably requested by Andesite to acquire, transfer, maintain, perfect, and enforce Andesite's intellectual property rights as described in this Agreement.

12.11. Third Party Claims. This Agreement is for the benefit of Andesite and Customer, and is not intended to confer upon any other person or entity, including without limitation, any current or future reseller, any rights or remedies hereunder. Customer agrees that Customer shall not make any claim, demand, or take any action, or threaten to do the same, against any third party,

including without limitation, any of Andesite's resellers or distributors, for any actual or alleged breach of this Agreement.

12.12. Entire Agreement. This Agreement, together with all Order Forms, constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. In the event of a conflict, the terms and conditions of this Agreement will take precedence over the terms and conditions of any Order Forms. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Amendments or changes to this Agreement must be in mutually executed writings to be effective.

12.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date.

ANDESITE AI, INC.	CUSTOMER
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A
ANDESITE ORDER FORM

Andesite AI, Inc.
1800 Tysons Blvd.
Suite 900
McLean, VA 22102
USA

Date
Quote Reference
Quote Valid Until
Account Executive
Phone
Email

Bill to
Address
Contact
Telephone
Email

Ship To
Address
Contact
Telephone
Email

This ORDER FORM #1 (“Order Form #1”) is made and entered into by and between Andesite AI, Inc., a Delaware corporation (“Andesite”) and [] (the “Customer”) as of [] (the “Effective Date”) and is attached to and hereby incorporated into that certain Master Services Agreement by and between the parties effective as of [] (the “Agreement”). Capitalized terms not otherwise defined in this Order Form #1 shall have the meaning given such terms in the Agreement. The purpose of this Order Form #1 is for Andesite to provide the Customer the right to access and use the Enhanced Andesite Platform pursuant to the terms of the Agreement and this Order Form #1.

1. Andesite Platform Ordered.

Description	Start Date	End Date	Authorized Users	Annual List Unit Price	Discount (%)	Annual Subscription Fees
Subtotal:						

a. Invoicing. Andesite will invoice Customer via email on [] during the Subscription Term for the annual Subscription Fees for the next twelve month period. Subscription Fees shall be paid annually in advance within thirty (30) days of receipt of Andesite’s invoice without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith). All payment made by Customer to Andesite shall be made via wire transfer or ACH payments.

b. Pricing. Andesite shall not change any prices for the Subscription Fees specified in this Order Form #1 prior to the expiration of the Initial Term (defined below). During the Subscription Term, the Customer may increase or decrease the number of Authorized Users with access to the Enhanced Andesite Platform and Andesite shall provide Customer with a new Order Form to be executed by both parties reflecting the pricing for such additional Authorized Users.

c. Assumptions. The pricing set forth in this Order Form #1 is based upon the parties current understanding on the Customer's expected usage, resources consumed and number of workflows to be utilized in the Enhanced Andesite Platform. If during the Subscription Term, the Customer's usage of the Enhanced Andesite Platform and the consumption of the resources available on the Enhanced Andesite Platform (including the number of utilized workflows) materially changes, the parties agree to promptly negotiate revised pricing that contemplates such increase in usage or resource consumption.

2. Subscription Term. The Term of this Order Form #1 shall commence on the Effective Date and continue until [] (the "Initial Term"), and may be renewed for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, the "Subscription Term"), by executing a written Order Form for the Renewal Term.

3. Contact Information.

Customer Primary Contact

Name:
Telephone:
Email:

Andesite Primary Contact

Name:
Telephone:
Email:

This Order Form #1 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a scanned copy will have the same force and effect as execution of an original, and a scanned signature will be deemed an original and valid signature

Signed By

ANDESITE AI, INC

Signatory _____

Signatory _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT B
SUPPORT

Andesite shall provide the following “Support Services” for the Andesite Platform:

1. Telephone, Email Support and Collaboration. Andesite will provide reasonable telephone, email and collaboration support for problem determination and resolution, including incident response, troubleshooting, and technical guidance, 24 hours per day, 7 days per week for problems arising either during the Subscription Term involving Andesite technology or the Andesite Platform. Andesite may require Customer to provide a written assistance to properly document and troubleshoot the problem.

1.1. Support Telephone Number: [24/7 Support Number]

1.2. Support Email Address: tech-support@andesite.ai

1.3. Collaboration Tool: Microsoft Teams, Slack, etc. — for designated enterprise clients and by mutual agreement

2. Updates and Upgrades. Andesite will, from time to time, make available to Customer all generally available corrections and minor modifications to existing features of the Andesite Platform (“Updates”) and all improvements that provide additional functionality to the Andesite Platform (“Upgrades”) at no additional cost to Customer. Nothing in these support terms and conditions shall require Andesite to make Upgrades or to make Updates available. Update and Upgrades will be treated as Andesite Platform and subject to the same restrictions, terms and conditions contained in the Agreement.

3. Error Correction. Andesite will make commercially reasonable efforts to correct reproducible or proven errors in the Andesite Platform (excluding customizations such as custom reports or application extensions) as provided by Andesite (and not including any software written or modified by Customer) according to the following schedule (for the purposes hereof an “Error” means a reproducible failure of the Andesite Platform to perform substantially as provided in the Documentation):

Severity	Description	Initial Response Time	Target Resolution Time
Severity 1 (Critical Security Impact)	A system-wide outage, or total loss of the Andesite Platform that affects business-critical operations or data integrity. No workaround exists.	2 hours	Continuous work until resolved or mitigated; temporary resolution within 4 hours
Severity 2 (High)	Significant degradation or impairment of service functionality, including performance degradation or malfunction affecting multiple users, with a viable temporary workaround.	2 hours	1 business days
Severity 3 (Medium/Low)	Minor issues, cosmetic bugs, general technical inquiries, or service requests that do not compromise security posture or platform functionality.	2 hours	3 business days for communication of resolution plan

3.1. Initial Response Time. Initial Response Time is the time from submission of a support request to first human and consists of an acknowledgement to the Customer, either in email or by phone as to the receipt of the reported Error as reported and a confirmation of the requested severity level. At this point, Andesite will begin the process of assigning the severity level and commencing a resolution.

3.2. Target Resolution Time. Target Resolution Time is the time by which the issue is expected to be resolved or mitigated with a suitable workaround or resolution and will consist of providing, as appropriate, one of the following to Customer: an existing correction; a new correction; a viable detour or work around; or a plan on how the problem will be corrected.

3.3. Severity Classification: Customer shall initially classify the Error in its good faith, reasonable judgment. Andesite shall have the right to confirm or change Customer's severity level classification in its sole and absolute discretion. If Andesite reasonably determines, in good faith, that a previously reported Error's severity classification needs to be re-classified or escalated, Andesite will continue to resolve such issue according to the classification assigned by Customer and the parties will attempt to mutually determine, in good faith, whether the issue was misclassified.

4. Support Services by Designated Parties. Andesite reserves the right to designate third parties including distributors, OEMs, or VARs to provide any of the Support Services identified in this Exhibit, although Andesite will remain responsible to Customer for the performance of all Support Services.

5. Customer's Obligations for Support Services. Customer will designate one primary technical contact person (or such other replacement individuals as Customer may designate in writing) who shall be the sole contacts for the coordination and receipt of the Support Services set forth in this Exhibit. Each Contact Person shall be knowledgeable about the Andesite Platform and shall attend Andesite's software training. Customer agrees to provide supporting technical assets when required (e.g., logs, screen captures, etc.), agrees to notify Andesite of critical events or upcoming changes that may affect the performance of the Andesite Platform or integrations and reasonably cooperate with Andesite in incident triage and resolution.

6. Support Ticket Submission. Customer must submit support requests through the authorized communication channels with the following information:

- Issue description and business impact;
- Timestamps and error logs (if applicable);
- User(s) affected and scope of impact; and
- Contact person for follow-up.

7. Escalation Procedures. Unresolved issues or delays in resolution will be escalated according to the following timeline:

- +2 hours past Target Resolution Time for Severity 1 Errors: Escalated to Support Manager
- +1 business day past Target Resolution Time for Severity 2 or 3: Escalated to Customer Experience Manager and Escalation Lead

Further escalation to executive-level stakeholders may occur if mutually agreed upon resolution paths are unsuccessful.

8. Availability Service Level. Subject to the terms and conditions of this Exhibit and the Agreement, Andesite shall use commercially reasonable efforts to make the Andesite Platform available to the Internet at least 99.0% of the Available Time (the "Availability Commitment"). If Andesite does not meet the Availability Commitment within a given calendar month, Andesite will credit Customer's account pursuant to the process set forth in this Section 8.

Actual Available Time Percentage	Service Credits
Greater than 99.00%	No Service Credits

Actual Available Time Percentage	Service Credits
Greater than 98.0% but less than 98.99%	2% of the recurring Subscription Fee for the month of the failure.
Greater than 94.0% but less than 97.99%.	5% of the Subscription Fee for the month of the failure.
Less than 94%	20% of the Subscription Fee for the month of the failure.

8.1. Definitions:

(a) “Actual Available Time” means the total number of minutes in any calendar month that the Andesite Platform was available to the internet as measured over the course of each calendar month during the Subscription Term.

(b) “Actual Available Time Percentage” means (i) the Target Available Time less the Actual Available Time, (ii) divided by the Target Available Time.

(c) “Excused Outage” means the total number of minutes during any particular calendar month attributable to any of the following: (i) emergency maintenance, (ii) scheduled maintenance, provided, however, that Andesite notifies the Customer’s designated point of contact at least three (3) days in advance of any scheduled maintenance, (iii) Customer’s misuse of the Andesite Platform or usage or data ingestion beyond contracted levels, (iv) any failure of Customer’s or any third party’s systems, network or equipment, (v) the failure of the Customer to perform any of its obligations under this Exhibit or the Agreement; or (vi) any cause outside the reasonable control of Andesite, including any force majeure event.

(d) “Target Available Time” means the total number of minutes in any calendar month as measured over the course of each calendar month during the Subscription Term less the Excused Outage.

8.2. Restrictions; Limitations. Actual Available Times are determined and measured by Andesite. Notwithstanding anything to the contrary, the Service Level Credits described in this Exhibit shall be Customer’s sole and exclusive remedy in connection with the Availability Commitment, and Customer shall not have any other claims, rights or remedies, and Andesite shall not have any other liabilities, in connection with the Availability Commitment, Customer hereby waiving all other claims, rights and remedies. In order to obtain a Service Level Credit, Customer must submit such Service Level Credit request to Andesite in writing within 30 days of the end of the month in which the failure to meet the Availability Commitment occurred. All Service Level Credits will be applied to the next billing cycle and do not constitute a refund.

EXHIBIT C
DATA PROCESSING ADDENDUM