

APPFIRE
SUBSCRIPTION AND SERVICES AGREEMENT
(formerly Appfire's End User License Agreement)

This Subscription and Services Agreement is entered into as of the date of last signature below (the "**Effective Date**") by and between Appfire Technologies, LLC, a Delaware limited liability company, whose principal address is 1500 District Ave, Burlington, MA 01803 ("**Appfire**"), and _____ ("**Customer**"). Where specified on an Order Form, the contracting entity may be an Appfire Affiliate instead of Appfire Technologies, LLC, in which case references to "Appfire" in this Agreement shall refer to such Appfire Affiliate for purposes of that Order Form only. Appfire and Customer are jointly referred to as the "**Party**" or "**Parties**," as applicable.

BY EXECUTING AN ORDER FORM OR ACCESSING OR USING ANY PRODUCT, CUSTOMER AGREES TO THIS AGREEMENT. IF CUSTOMER HAS ACCESSED THIS AGREEMENT VIA URL, THE VERSION IN EFFECT AT THE TIME OF CUSTOMER'S ORDER GOVERNS THAT ORDER. THE PRODUCTS ARE OFFERED ONLY TO ENTITIES AND INDIVIDUALS ACTING IN A BUSINESS CAPACITY AND NOT AS CONSUMERS UNDER ANY APPLICABLE LAW. IF CUSTOMER IS A CONSUMER, CUSTOMER IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT.

1. Definitions

"Agreement" means this Subscription and Services Agreement, together with any exhibits and addendums attached hereto or incorporated by reference, and all applicable Order Forms or SOWs.

"Account Administrator" means one or more employees designated by Customer to manage Customer's account for the applicable Products.

"AI Features" means features, applications, and other functionalities within the Products utilizing generative artificial intelligence and/or machine learning data models, including any Agentic AI Services.

"Affiliate" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock, or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations. **"Authorized Contractors"** means independent contractors, licensors, or subcontractors.

"Confidential Information" means all information which is disclosed to or obtained by one Party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including the Proprietary Materials and all information relating to that other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which: (i) is available to the public other than because of any breach of this Agreement; (ii) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without reference to any Confidential Information provided.

"Customer" means the customer named above and its Affiliates.

"Customer Data" means all content and information uploaded, posted, submitted, or published by Customer or its Users, or otherwise provided to or processed through the Products, excluding Service and Operations Data.

"Deliverable" means any work product, deliverables, programs, interfaces, modifications, configurations, reports, or documentation developed or delivered in the performance of Professional Services.

"Documentation" means Appfire's online published product guides and end user documentation available online or through the Products, as may be updated by Appfire from time to time.

"Evaluation Products" means any Appfire product, service or functionality that is made available by Appfire to Customer to try at Customer's option, at no

additional charge, and which is designated as "beta," "trial," "non-GA," "pilot," "preview," "free," "proof of concept", "limited access", "non-production," "evaluation," or by a similar designation.

"Feedback" means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation or functionality of the services provided by Appfire hereunder.

"Input" means all data and content, including text, prompts, instructions, or any other content, including Customer Data, provided by Customer or its Users for processing by the AI Features.

"Integration Protocols" means standardized open protocols, including the Model Context Protocol (MCP), through which Appfire makes Product capabilities available to third-party AI systems or through which third-party systems may interoperate with the Products.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Non-Appfire Products" means non-Appfire products or Services that are used by Customer or a third party on Customer's behalf to interoperate with the Products. Non-Appfire Products do not fall within the meaning of Products.

"Order Form" or "Order" means Appfire's ordering document signed, or clicked through, by Customer specifying the Products and/or Services to be provided by Appfire hereunder. Order Forms include Appfire's or a Partner Marketplace's applicable online order page(s). By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original Party hereto.

"Output" means any data, text, or other content generated by the AI Features in response to Input.

"Partner Marketplace" means an online marketplace operated by a third party that provides downloadable, accessible, and/or cloud-based app Products.

"Products" means the software and/or software as a service offerings provided by Appfire, as more fully described on one or more Order Form(s), as applicable.

"Professional Services" or "Services" means Professional Services offered by Appfire pursuant to Section 3 below and as described on an applicable Order Form or Statement of Work.

"Proprietary Materials" means the copyrighted materials, trademarks, proprietary and Confidential Information, and intellectual property of Appfire and its licensors.

"Service and Operations Data" means (a) technical, usage, and operational data generated by or collected through the Products in connection with Customer's or its Users' use thereof, including product telemetry, feature-usage events, session metadata, configuration metadata (such as custom field names, workflow names, status names, and automation rule structures), performance and error logs, and license lifecycle signals; and (b) data arising

from Customer's interactions with Appfire outside the Products, including support tickets and correspondence, feedback, feature requests, survey responses, CSAT and NPS results, uninstall and cancellation reason data, notes taken by Appfire personnel during or following calls or meetings with Customer or its personnel, and other communications provided by or on behalf of Customer through Appfire's support, customer success, or sales channels. Service and Operations Data does not include the substantive content that Customer creates or stores within the Products, and such content does not become Service and Operations Data solely because it is reproduced, referenced, attached, or otherwise included in a support ticket, correspondence, meeting note, or other communication with Appfire.

"Statement of Work" or "SOW" means a SOW entered into and executed by the parties describing Professional Services to be provided by Appfire to Customer.

"Subscription Term" or "Term" means the subscription term of the Products purchased by Customer which shall commence on the start date specified in the applicable Order Form and continue for the duration specified therein and any renewals thereto.

"User" means an individual who is authorized to use the Products under Customer's account. Users may include Customer's employees, consultants, contractors and agents.

2. Provision and Use of the Products

2.1. Provision of the Products and Services. Appfire's Products and Services are described on one or more Order Form(s) or SOW executed by the Parties, as applicable. Appfire will provide the Products and/or Services indicated in the applicable Order Form(s) for the duration of the term indicated in such Order Form(s). Appfire's Affiliates and its Authorized Contractors may perform certain aspects of the Services and access Customer Data provided that Appfire remains fully liable for same and responsible for ensuring that any of Appfire's obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. This Agreement applies regardless of whether Customer purchases Products directly from Appfire, through a Partner Marketplace, or via an authorized reseller. For Products designated as "Server" or "Data Center" in the applicable Order Form or Documentation, additional terms apply as set forth in Appfire's [Product-Specific Terms for Server and Data Center Products](#), which are incorporated herein by reference. For Products purchased through a Partner Marketplace: (a) the Order is the applicable marketplace transaction, and billing, payment, and refunds are governed by the marketplace's terms between Customer and the marketplace operator; (b) license keys and access will be delivered through the marketplace, and Appfire has no further delivery obligation after such delivery; (c) Subscription Terms will auto-renew in accordance with the marketplace's renewal mechanics, unless Customer disables auto-renewal through the marketplace or provides notice of non-renewal in accordance with Section 8.2; and (d) if purchased through an authorized reseller, Customer's scope of use will be as outlined in the Order Form provided by the reseller, who is responsible for its accuracy. Authorized resellers are not authorized to make promises or commitments on behalf of Appfire, and Appfire is bound only by the terms of this Agreement.

2.2. Customer Responsibilities and Usage Restrictions. Customer shall (a) designate one or more Account Administrators; (b) be responsible for maintaining the confidentiality of its logins and passwords and use commercially reasonable efforts to prevent unauthorized access to or use of the Products; (c) use the Products for Customer's internal business purposes only and in accordance with the Documentation, applicable laws and government regulations; (d) have sole control over and responsibility for the Customer Data it chooses to input, upload, or process through the Products, including determining whether the Products are suitable for Customer's intended purposes and data types and ensuring that Customer Data and its use case comply with all applicable laws and regulations; and (e) be responsible for Users' compliance with this Agreement. Customer may not, and shall ensure Users do not, (f) sublicense, reproduce, redistribute, broadcast, resell, time share or similarly exploit the Products; (g) reverse engineer, modify, adapt, or hack the Products, or otherwise attempt to gain unauthorized access to the Products or their related systems or networks; (h) use the Products in violation

of applicable laws or Appfire's [Acceptable Use Policy](#); (i) make the Products available to, or use the Products for the benefit of, anyone other than Customer, including to share or transfer access credentials to the Products; (j) access the Products or the Documentation to build a competitive product or Products; or (k) engage in Excess Use, including through the use of AI or other machine automation techniques. Appfire may, in its sole discretion, revoke or deny access to any User violating the terms of this Section. Customer acknowledges and agrees that any breach of these terms and conditions by any of its Users will be deemed a breach by Customer.

2.3. Changes. Appfire regularly updates the Products and Services to reflect changes in technology, industry practices, or patterns of system use, and reserves the right to discontinue, add and/or substitute features at any time with or without notice. Notwithstanding the foregoing, Appfire will notify Customer of any modification that will materially diminish the features or functionality of the Products and Services, or in the event of the discontinuation of a Product. Nothing in this Agreement will prevent Appfire from updating or removing content that Appfire, at its sole discretion, deems outdated. Updates, upgrades, and enhancements made generally available to all subscribing customers will be provided at no additional charge, but the purchase of Products is not contingent on the delivery of future functionality or features. New features, functionality, or enhancements may be marketed separately and may require additional fees, as determined by Appfire in its sole discretion.

2.4. Usage Limits. Entitlements and/or limitations purchased by Customer may be contained in the Order Form, the Documentation, or this Agreement. Appfire may audit Customer's usage on a quarterly basis and Customer agrees to provide reasonable cooperation in determining such usage. Unless otherwise set forth in the applicable Order Form, if Customer, or any User, exceeds such entitlements or limitations, ("**Excess Use**"), Appfire may, in its sole discretion, invoice Customer for the Excess Use, at then-current list price. Any overage fees charged for additional entitlements will be prorated for the remainder of the Term.

2.5. Support. Appfire provides technical support for the Products as may be described in the Documentation, the applicable Order and/or the applicable Partner Marketplace listing. Enhanced support offerings, including defined service levels and response times, may be made available for specific Products pursuant to a separate Order Form or SOW.

2.6. Evaluation. If Customer registers or accepts an invitation for Evaluation Products, including through Appfire's website, or executes an Order for the same, Appfire will make such Evaluation Products available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Evaluation Products, or (b) the end date specified in the applicable Order. Evaluation Products are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and Appfire assumes no liability for any Customer Data that Customer may choose to upload on the Evaluation Products. Evaluation Products may contain bugs or errors and may be subject to additional terms. EVALUATION PRODUCTS ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY AND APPFIRE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE EVALUATION PRODUCTS. Appfire may, in its sole discretion, discontinue Evaluation Products at any time. For the avoidance of doubt, Evaluation Products may require acceptance of additional terms and conditions prior to Customer's use. At the end of the Evaluation Period, Customer will cease use of Evaluation Products. If Customer desires to continue using the Evaluation Product(s), Customer will be required to subscribe to the Product(s) at Appfire's then-current prices. Appfire reserves the right to bill and Customer will pay for any Fees attributable to use of the Evaluation Products in excess of the scope set forth herein.

3. Professional Services.

3.1. Customer and Appfire may enter into an Order Form or SOW that describes specific Professional Services to be performed by Appfire. The scope and features of the Services may be determined by the subscription Customer has purchased under the Agreement or by way of the description of Services set

forth on an Order Form or SOW.

3.2. Unless otherwise specified in a SOW, all Services must be utilized by Customer within one (1) year of purchase. Services are non-cancelable and associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts due to Appfire.

3.3. Services provided by Appfire hereunder are for use by Customer only and for the purposes described herein. Customer shall have a revocable, non-transferable, limited term license to use the copy of the materials provided by Appfire in connection with the Services for its internal use only. All other rights in the materials remain in and/or are assigned to Appfire. In no event will Customer allow third parties to access or use the materials provided by Appfire in connection with the Services.

3.4. Customer acknowledges that Appfire may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes Appfire from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer Confidential Information.

4. Proprietary Rights

4.1. Reservation of Rights in Products. Subject to the limited rights expressly granted to Customer hereunder, Appfire reserves all rights, title and interest in and to the Products, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Grant of Rights. Appfire hereby grants a non-exclusive, non-transferable, right to use the Products, solely for the internal business purposes of Customer and solely during the Term, subject to the terms and conditions of this Agreement and within the scope of use defined in the relevant Order Form.

4.3. Customer Data. As between Appfire and Customer, Customer retains all right, title, and interest in and to Customer Data. Input is Customer Data. Output, while generated by AI Features, is treated as Customer Data for purposes of data protection, deletion, and portability under this Agreement. Customer grants Appfire a non-exclusive, worldwide, royalty-free license to collect, use, copy, store, and transmit Customer Data solely as needed to (a) provide, operate, and maintain the Products or Services, (b) monitor, diagnose, and resolve technical issues, and (c) distribute and display Customer Data as directed by Customer when sharing or interacting with others through the Products or Services. Customer Data shall be deemed Confidential Information of Customer under this Agreement.

4.4. Customer Feedback. Appfire shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use for any purpose or incorporate into the Products any Customer Feedback received in connection with Customer's use of the Products.

4.5. Deliverables. Excluding any property that constitutes Outside Property, any Deliverables shall be the sole property of Customer upon Customer's payment in full of all associated Professional Services fees. Appfire shall execute and, at Customer's written request, require its personnel to execute any document that may be necessary or desirable to establish or perfect Customer's rights to the ownership of such Deliverables. For purposes of this Agreement, "Outside Property" means any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user-interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that Appfire possesses or owns prior to the commencement of Professional Services or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property. Outside Property shall also include any enhancements, modifications or derivatives made by Appfire to the Outside Property while performing Professional Services hereunder, and any software, modules, routines or algorithms which are developed by Appfire during the term in providing the Professional Services to Customer, provided such software, modules, routines or algorithms have general application to work performed by Appfire for its other customers and do not include any content that is specific to Customer or which, directly or indirectly, incorporate or disclose Customer's Confidential Information.

4.6. Outside Property License. To the extent that Appfire incorporates any Outside Property into any Deliverables, then Appfire hereby grants Customer a limited, royalty-free, non-exclusive, non-transferable (subject to Section 13.9), without right to sublicense, license to use such Outside Property delivered to Customer solely as necessary for and in conjunction with Customer's use of the Deliverables.

5. Fees, Invoicing and Taxes

5.1. Fees and Invoicing. Customer will pay all fees specified in all Order Forms hereunder. Customer shall pay any applicable additional fees for Excess Use or overages. Fees are payable in the currency set forth in the Order or SOW. Payment obligations are non-cancelable and, except as expressly set forth in Sections 7.3, 8.3 and 10.1 below, fees paid are non-refundable. Fees will be billed on or around Customer's execution of an Order Form or up to thirty (30) days in advance of a renewal thereof, as applicable. Appfire will bill Customer through invoices sent via email to the address designated by Customer, unless an alternative payment method is requested by Customer in writing. Notwithstanding anything to the contrary in this Section, Products purchased through a Partner Marketplace will be invoiced in accordance with the Order Form and billing arrangements corresponding to such marketplace. Full payment for invoices issued must be received within thirty (30) days from the invoice date. If payment is not received within such time period, Appfire may restrict Customer's and its Users' access to the Products until payment is received. In the event Appfire suspends Customer's access because of nonpayment, no additional time will be added to the then-applicable Term. Unless otherwise set forth in an Order Form, all payments must be made in U.S. Dollars. Late payments hereunder will accrue interest at a rate of 1 ½% per month, or the highest rate allowed by applicable law, whichever is lower. Customer shall be responsible for all costs of collection, including reasonable attorney's fees. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2. Taxes. Fees are exclusive of taxes. Customer is responsible for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind (excluding taxes on Appfire's income), imposed by any federal, state, or local governmental entity on any amounts payable by Customer under this Agreement or any Order Form whether or not such taxes are collected by Appfire. Appfire may have the legal obligation to collect taxes that the Customer is responsible for under this section. Appfire may include on the invoice a separate charge for such taxes and will remit taxes collected, if any, to the appropriate taxing authority unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority. Appfire will calculate applicable taxes based on the Customer address specified on the relevant Order Form. Customer will be responsible for self-assessing and paying any additional Taxes arising from Customer's use of Products and/or support at a different address and will provide Appfire with proof of payment of such additional Taxes on request. Customer will promptly notify Appfire of any changes to any of the addresses specified in an Order Form. Should payment for Products be subject to withholding tax, Customer will pay, or reimburse as applicable, Appfire the full amounts invoiced, and provide proof of payment of such withholding tax, upon Appfire's request.

6. Data Security and Privacy.

6.1. Security and Internal Controls. Appfire maintains a comprehensive security program designed to protect Customer Data, as further detailed in Appfire's Security Addendum available at Appfire's Trust Center (trust.appfire.com), which is incorporated herein by reference. Appfire's security program includes administrative, physical, and technical safeguards, encryption of Customer Data in transit and at rest, role-based access controls, documented incident response procedures, and annual independent assessments, including SOC 2 audits and an information security management system aligned with ISO 27001. Appfire shall access and use Customer Data solely to perform its obligations in accordance with the terms of this Agreement. In no event during the Term shall Appfire materially diminish the protections provided by the controls set forth in Appfire's then-current Security Addendum.

6.2. Processing and Protection of Personal Data. While providing the Products, Appfire may access Customer Data that contains personal data in the meaning of applicable data protection laws, including the Regulation (EU) 2016/679 ("GDPR"). While processing such information in relation to providing the Products, Appfire processes personal data as a data processor, i.e., on Customer's behalf and based on Customer's instructions deriving from the Appfire Data Processing Addendum available on Appfire's Trust Center, or the version otherwise executed by the Parties ("DPA"). To provide the Products, however, Appfire may also process some categories of personal data as a data controller, i.e., for Appfire's purposes. In such cases, the processing is governed by Appfire's Privacy Policy, which sets out the applicable processing principles, purposes and legal bases. The terms of the DPA and [Appfire's Privacy Policy](#) are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA.

7. Warranties & Disclaimers

7.1. Appfire Representations and Warranties. Appfire represents and warrants that (i) Appfire has the legal authority to enter into this Agreement, (ii) the Products will materially conform with the relevant Documentation, (iii) the functionality and security of the Products will not be materially decreased during the current Term, and (iv) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

7.2. Customer Representations & Warranties. Customer represents and warrants that (i) it has the legal authority to enter into this Agreement, and (ii) it will use the Products and Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

7.3. Remedies. For any failure of any Products or Professional Services, as applicable, to conform to their respective warranties, Appfire's liability and Customer's sole and exclusive remedy shall be for Appfire, in the case of a breach of the warranty set forth in Section 7.1 (ii), (iii), and/or (iv), to use commercially reasonable efforts to correct such failure; or, in the case of a breach of the warranty set forth in Section 7.1 (iv) to re-perform the affected Professional Services. If the foregoing remedies are not commercially practicable, Appfire may, in its sole discretion, terminate the applicable Order or SOW upon providing Customer with written notice thereof, and, as Customer's sole and exclusive remedy, refund to Customer (a) in the case of breach of the warranty set forth in Section 7.1(ii) or (iii), any Products fees paid by Customer with respect to the unexpired portion of the current Subscription Term for the non-conforming Products; or (b) in the case of breach of the warranty set forth in Section 7.1(iv), any fees paid by Customer for the portion of Professional Services giving rise to the breach.

7.4. DISCLAIMER. Except as otherwise stated herein, Appfire is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by (i) Customer's or its Users' use of the Products or the Services, (ii) any Non-Appfire Products or Third-Party AI Systems, (iii) any actions taken by Agentic AI Services or Third-Party AI Systems connected via Integration Protocols, or (iv) any unauthorized use of the Products by Customer or by any of its Users as described in this Agreement. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS." APPFIRE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND APPFIRE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE PRODUCTS OR SERVICES OR THAT THE PRODUCTS OR SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. THE VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE PRODUCTS AND SERVICES RESTS WITH THE CUSTOMER.

8. Term and Termination

8.1. Term. This Agreement commences on the Effective Date and continues until otherwise terminated, by written agreement of the parties, in

accordance with Section 8.3 or upon the expiration of the last Subscription Term or renewal thereof.

8.2. Term of Order Form. The term of each Order Form will be set forth therein. Unless either Party gives written notice to the other at least thirty (30) days prior to the expiration of the then-current Term, each Order Form, including any additional Users added thereto pursuant to Section 2.4, will automatically renew for an additional period of the same length as the then current Order Form. Renewal pricing will be at Appfire's then-current rates for the applicable Products. For direct Orders, Appfire will notify Customer of the applicable renewal pricing no later than the date of the renewal invoice. For Products purchased through a Partner Marketplace, renewal pricing is governed by the pricing displayed on the applicable marketplace listing at the time of renewal. Appfire shall invoice for the applicable renewal Term and Customer shall pay such invoice in accordance with the terms contained in Section 5.1 of this Agreement.

8.3. Termination for Cause. Either Party may terminate this Agreement or any Order Form or SOW prior to its expiration if the other Party materially breaches this Agreement, the Order Form, or SOW, as applicable, and fails to cure said breach within thirty (30) days after receipt of written notice thereof, specifying the breach in reasonable detail. In the event Appfire terminates this Agreement, any Order Form, or SOW due to Customer's uncured breach, all unpaid fees are due and payable immediately. In the event Customer terminates this Agreement, any Order Form, or SOW due to Appfire's uncured breach, Appfire shall refund to Customer fees paid for any unused portion of the Term.

8.4. Data Export and Deletion. During the Subscription Term, Customer may export Customer Data from the Products as described in the Documentation. Upon termination or expiration of this Agreement, Appfire will delete Customer Data within ninety (90) days, except to the extent Appfire is required to retain such data by applicable law. Customer Data retained in backup systems may be maintained in accordance with Appfire's standard backup retention cycles, provided that such data remains appropriately protected, is not actively processed except as necessary for backup or disaster recovery purposes, and is deleted in accordance with the applicable backup retention cycles. For the avoidance of doubt, the deletion obligations in this Section do not apply to (a) Product Analyses, or (b) Service and Operations Data that has been incorporated into Product Analyses or is otherwise aggregated, anonymized or de-identified in a manner that no longer permits the data to be reasonably linked to an identifiable individual or Customer, as applicable, each of which Appfire may retain and continue to use in accordance with Section 13.10. Any retained Customer Data will remain subject to the confidentiality and security obligations of this Agreement. Customer is responsible for exporting Customer Data prior to termination, and Appfire shall have no obligation to maintain or provide Customer Data after the ninety (90) day period following termination.

9. AI and Integration Features

AI Features. Products may include AI Features. When Customer uses AI Features, the terms governing AI Features, Agentic AI Services, Integration Protocols, and Third-Party AI Systems are set forth in [Appfire's AI and Integration Terms](#) ("AI Terms"), which are incorporated herein by reference and apply solely to the extent a Product includes AI Features or Integration Protocols.

10. Indemnification

10.1. By Appfire. Appfire will indemnify, defend, and hold harmless Customer, its directors, officers, employees, agents, and Affiliates (each, a "Customer Indemnitee") from and against any and all third-party liabilities, claims, damages and losses, including all reasonable attorney's fees, costs, and expenses (collectively, "Claims"), arising out of any Claims that the Product infringes, misappropriates, or violates any third party's intellectual property rights ("Infringement Claim"), except for any such infringement, misappropriation, or violation that arises out of any act or omission by

Customer, its Users, or any agent, or Affiliate of Customer in violation of the terms and conditions of this Agreement or any Order Form. With respect to AI Features, Appfire's obligations under this Section apply to the AI Feature itself and its underlying models, algorithms, and third-party components incorporated by Appfire, and not to the specific Output generated in response to Customer Data, Input, or prompts; nor to the actions or results of any Third-Party AI System connected to the Products via Integration Protocols. In the event of any such Infringement Claim, Appfire may, at its option: (i) obtain the right to permit Customer to continue using the Products, (ii) modify or replace the relevant portion(s) of the Products with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing portion of the Products and refund to Customer any prepaid, unused fees for such infringing portion of the Products hereunder. Notwithstanding the foregoing, Appfire will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Products made by a party other than Appfire, (2) Customer Data or the combination of the Products with Non-Appfire Products or Third-Party AI Systems, or (3) Customer's use of the Products other than in accordance with this Agreement. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION ARE APPFIRE'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.

10.2. By Customer. Customer will indemnify, defend, and hold harmless Appfire and its directors, officers, employees, agents, and Affiliates (each, a **"Appfire Indemnitee"**) from and against any and all third-party Claims arising out of (i) Customer's, including its Users, employees, agents and contractors, use of the Products in violation of the Agreement; or (ii) Customer Data.

10.3. Indemnification Procedure. A party (whether a Customer Indemnitee, or an Appfire Indemnitee, each an **"Indemnitee"**) that believes it is entitled to be indemnified pursuant to this Agreement will (i) promptly notify the applicable Party (the **"Indemnitor"**) in writing of any Claims for which such Party owes an indemnification obligation hereunder, and (ii) cooperate with the Indemnitor at the Indemnitor's sole cost and expense. The Indemnitor will immediately take sole control of the defense and investigation of such Claim and will employ counsel to handle and defend the same, at the Indemnitor's cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. In no event will Indemnitor settle any Claim without the consent of the Indemnitee, which Indemnitee will not unreasonably withhold, condition, or delay, unless such settlement includes an unconditional release of Indemnitee from all liability and does not contain any admission of liability on behalf of Indemnitee.

11. Limitation of Liability

11.1. No Consequential or Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Limitation of Liability. EXCEPT FOR INSTANCES ARISING FROM (I) A PARTY'S INDEMNIFICATION (SECTION 10) OBLIGATIONS UNDER THIS AGREEMENT, OR (II) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE.

12. Confidentiality

12.1. Non-Disclosure. Each Party undertakes that it will not at any time during this Agreement, and for a period of three (3) years after termination of

this Agreement, disclose to any person any Confidential Information (as defined above) of the other Party, except as permitted by this Section 12.

12.2. Permitted Disclosure. Each Party may disclose the other Party's Confidential Information: to its employees, officers, representatives, or advisers for the purposes of carrying out the Party's obligations under this Agreement on a need-to-know basis. Each Party will ensure that each of its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information complies with this Section; and as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange, provided that the disclosing Party notifies the other Party in advance of the disclosure if permitted.

12.3. Use of Confidential Information. Each Party agrees to use the other Party's Confidential Information only for the purpose of performing its obligations under this Agreement.

13. General Provisions

13.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

13.2. Governing Law; Disputes. If Customer is entering into this Agreement from the United Kingdom or a European Union member country other than Germany, this Agreement is governed by the laws of Poland, and the Parties submit to the exclusive jurisdiction of the courts in Warsaw, Poland. If Customer is entering into this Agreement from Germany, this Agreement is governed by the laws of Germany, and the Parties submit to the exclusive jurisdiction of the courts in Munich, Germany. In all other cases, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, and any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the Commonwealth of Massachusetts in Suffolk County or the United States District Court, Eastern District of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. Should any dispute arise with regard to this Agreement, the Parties agree to first work in good faith to resolve such dispute, and neither Party may commence any action with regard to such dispute until thirty (30) days have passed from the time such Party has provided written notice to the other Party of the nature of such dispute.

13.3. Customer Marks. Customer agrees that Appfire may identify it as a customer of Appfire on Appfire's websites and in other marketing materials. Appfire may display Customer's trademarks, service marks, and/or logos in Appfire marketing materials or on the Products in order to identify Customer as a customer. The foregoing shall be deemed a worldwide, non-exclusive, revocable license to use Customer's name, trademarks, service marks, and logos for this purpose during the Term of this Agreement. Customer also agrees to be referenced in press releases and case studies prepared by Appfire. Such license and consent will terminate at the end of the Term of this Agreement. Customer may revoke this right at any time by submitting a request through the following form: <https://wkf.ms/4dKGmCf> to be excluded from future promotional materials.

13.4. Notice. Any notice which may be required to be given under this Agreement by Appfire, may be given to Customer via email to the contact identified in Customer's account or by notifying Customer electronically by displaying the notice in the Products. All other notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, email with confirmation of receipt, or any other customary means of communication to the other Party. Each party shall send all notices to the other party at the address set forth in the applicable Order or SOW, as such party may update such information from time to time, with, in the case of notices sent by Customer, a copy sent to the Appfire Legal Department at the address first set forth above and a cc to: legal@appfire.com. Billing-related notices to Customer will be addressed to the

relevant billing contact designated by Customer on the applicable Order or SOW.

13.5. Non-Waiver. Failure by either Party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.

13.6. Severability. If any provision of this Agreement, Order Form or SOW is found to be illegal, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement.

13.7. No Agency. Nothing in this Agreement will be construed as making either Party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither Appfire nor any other Party to this Agreement has, or may hold itself out to any third party as having, any authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other, except as provided for in this Agreement or authorized in writing by the Party to be bound.

13.8. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, war, strikes or other labor problems (other than those involving Appfire or Customer employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

13.9. Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, in its sole discretion, which consent shall not be unreasonably withheld; provided, however, that either Party may, assign its rights under this Agreement if such assignment is to a successor of the assigning Party by consolidation, merger, or operation of law, or to a purchaser of all or substantially all of the assigning Party's assets. Any attempted transfer or assignment of this Agreement without the prior written consent of the other Party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each Party to this Agreement.

13.10. Service and Operations Data; Product Analyses. Appfire may (i) compile statistical and other information related to the performance, operation, development and use of the Products and Services, and (ii) use, and share data from the Products environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Product Analyses"). Product Analyses will not incorporate any information in a form that could serve to identify Customer or a natural person. Appfire retains all intellectual property rights in Product Analyses and any derivatives therefrom. Appfire may collect, use, and process Service and Operations Data for the following purposes: (a) providing, operating, maintaining, and supporting the Products; (b) responding to and resolving Customer's inquiries, requests, and issues; (c) monitoring and improving the performance, reliability, and security of the Products; (d) product research, development, and improvement, including analysis of usage patterns and feedback across Customers; (e) improving Appfire's support, customer success, and business operations; and (f) generating benchmarks, analytics, and statistical analyses. Where Service and Operations Data is disclosed externally (other than to Appfire's subprocessors), Appfire shall aggregate or de-identify such data so that it does not identify Customer or any natural person.

13.11. Customer Feedback and Surveys. Appfire may use business contact information of Users (name, email address, and role) to send product satisfaction surveys, Net Promoter Score requests, and related feedback communications in connection with the Products. Customer may opt out of such communications on behalf of its Users by providing written notice to Appfire. Individual Users may unsubscribe from survey communications at any time using the mechanism provided in each communication. Responses to such surveys constitute Service and Operations Data and are subject to the terms of Section 13.10.

13.12. Export Controls and Trade Rules. Use of the Products is subject to trade control laws and regulations, including United States export controls. No Products content or materials may be downloaded or exported (i) into (or to a resident of) Cuba, North Korea, Iran, Syria, Belarus, Russia, the Crimea region of Ukraine or any other country subject to an applicable embargo or other trade restriction by any government regulatory agency having jurisdiction, or (ii) by or to any person or entity on the United States Treasury Department's list of Specially Designated Nationals (SDN) or the United States Commerce Department's Consolidated Screening List (CSL). By accessing or using the Products, Customer represents and warrants that it will comply with all applicable export controls and that it is not located in, under the control of, or a national or resident of any such country or on any such list. Although the Products may be accessible worldwide, Appfire makes no representation that the Products is appropriate or available for use in locations outside the United States and accessing the Products from territories where its contents or materials are illegal, is prohibited. Those who choose to access the Products from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Products is void where prohibited.

13.13. Federal Government End Use Provisions (only applicable for the U.S.). If the Product or Services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Products or Services, or any related documentation of any kind, including technical data, manuals or Appfire Property is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995), as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products and Services with only those rights set forth in this Agreement and any amendment hereto.

13.14. Survival. Sections 1 (to the extent necessary), 3, 4, 7.4, 8.4, 9, 10, 11, 12, and any other provisions that by their nature are intended to survive, will survive any termination or expiration of this Agreement. Termination or expiration will not affect any accrued payment obligations, rights, remedies, or liabilities, including Appfire's right to pursue damages for any breach existing at or before termination.

13.15. Miscellaneous. This Agreement and any Order Form may be executed in any number of counterparts, all of which will constitute a single agreement. Facsimile or electronic signatures will have the same force and effect as original signatures. Except as specifically allowed for herein, any modification of or amendment to any provision contained in this Agreement or any Order Form will be effective only if the modification or amendment is in writing and signed by both Appfire and Customer. The inclusion of a Customer purchase order number on any Order Form or invoice is for reference purposes only and is not an acceptance by Appfire of Customer's terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by Customer to Appfire will have no effect and are hereby rejected. In the event of any inconsistency between this Agreement and an Order Form, the terms and conditions of the Order Form with respect to such conflicting provision will control over this Agreement with respect to the services provided under that Order Form only, if (but only if) such conflicting provisions expressly reference the specific Section in this Agreement that the Parties intend to amend or supersede; otherwise, this Agreement will control. Appfire may update this Agreement, including its exhibits, addenda and any terms incorporated by reference, from time to time. Appfire will use reasonable efforts to notify Customer by emailing the billing or technical contact listed on the applicable Order Form, or posting on its website, the applicable Partner Marketplace, or within the Documentation. Revised terms to the Agreement, including its exhibits and addenda, will take effect thirty (30) days after posting. If Customer objects to any revisions, Customer's sole remedy is to discontinue use of the Products at the end of the then-current Subscription Term, including by canceling any auto-renewals. For clarity, any Order Form is governed by the version of this Agreement in effect at the time of the Order.

WHEREAS the Parties' authorized signatories have duly executed this Agreement as of the Effective Date set forth above.

Customer:

Signature:

Name:

Title:

Date:

Appfire

Signature:

Name:

Title:

Date: