

Armada Systems, Inc. Master Subscription Agreement (“Agreement”)

This Master Subscription Agreement (“**Agreement**”) is entered into between Armada Systems, Inc. (“**Armada**”), a Delaware corporation, and Customer as of the Effective Date (as defined below). The individual accepting this Agreement on behalf of Customer represents that they have the authority to bind Customer to this Agreement. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use Armada products or services and/or any Trial. Customer and Armada agree to the following:

1. Commander Services.

1.1. Armada’s Obligations.

1.1.1. **Service.** Armada shall make the Service available to Customer pursuant to this Agreement and the applicable Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, nontransferable (except as expressly permitted in Section 5.13 (Assignment)) right during the Term to allow its Users to access and use the Service and Documentation solely for Customer’s business purposes and in accordance with this Agreement, an Order Form (including the number and type of licenses authorized by Armada on an Order Form), and the Documentation. Customer agrees that its purchase of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Armada with respect to future functionality or features. Armada will comply with all laws applicable to its provision of the Service.

1.1.2. **Suspension.** Armada may suspend Customer’s access to the Service due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may attempt to resolve the issue and avoid suspension. Once the Suspension Event is resolved, Armada will promptly restore Customer’s access to the Service. “**Suspension Event**” means: (a) Customer’s account is thirty (30) days or more overdue for payment, (b) Customer is in breach of this Agreement, an applicable Order Form, or the Documentation; or (c) Customer’s use of the Service risks material harm to the Service, Armada’s other customers or third parties, or a violation of applicable law. Notwithstanding the foregoing, Armada is not required to give prior notice in exigent circumstances or for a suspension to avoid material harm to the Service, Armada’s other customers or third parties, or a violation of applicable law.

1.2. Customer’s Obligations.

1.2.1. **Restrictions.** Customer shall use the Service in compliance with this Agreement, applicable Order Forms, the Documentation, and applicable laws, and shall not: (a) except as otherwise expressly agreed to by Armada in writing, sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make external commercial use of, outsource, use on a timeshare or service bureau basis, use in an application service provider or managed service provider environment or arrangement, or generate income from the Service, or otherwise make the Service available to anyone other than its Users; (b) copy the Service onto any public or distributed network; (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Service, or attempt to discover any source code or other operational mechanisms underlying the Service; (d) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (e) modify, adapt, translate or create derivative works based on all or any part of the Service; (f) modify or fail to reproduce any proprietary rights notices that appear in the Service or components thereof; (g) use any Service in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license grant; (h) send, store, transmit, or otherwise use the Service to collect any sensitive data that is subject to regulatory or contractual handling requirements (*e.g.*, PCI, HIPAA, FTI, CJI, CUI, or other state or federal data security laws); or (i) use the Service to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, (2) engage in phishing, spamming, denial-of-service attacks, or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the software or data contained therein, (4) attempt to gain unauthorized access to the Service or Armada’s systems or networks, or (5) perform, or engage any third party to perform, authenticated or unauthenticated penetration testing, vulnerability assessments, or other security assessments on the Service.

1.2.2. **Data Accuracy and Account Security.** Customer shall be responsible for the accuracy, quality and legality of Customer Data and other data or information provided to Armada and the means by which Customer acquired such data and information, and Customer represents and warrants that such information has been collected by Customer in accordance all applicable data protection laws and that Customer has all right and consents required to provide such data and information to Armada. Customer is responsible for provisioning and managing its User accounts, and for its Users’ actions through the Service and for their compliance with this Agreement. Customer will ensure that Users keep their login credentials confidential and secure and will promptly notify Armada upon learning of any compromise of User accounts or credentials or any other known or suspected breach of security or misuse of the Service.

1.2.3. **Connected Assets.** Customer may choose to exchange Customer Data with Connected Assets through the Service. Customer’s use of Connected Assets is governed by Customer’s agreement with the relevant provider, not this Agreement, and Customer, not Armada, is responsible for the exchange of Customer Data as it relates to such Connected Assets.

1.3. **Security and Privacy.** Armada shall maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data. Customer shall not send, store, transmit, process through, or otherwise use the Service in connection with any personal data that may be subject to data protections laws or regulations (*e.g.*, GDPR, CCPA, HIPAA). During the Term, Customer may export Customer Data from the Service (or Armada will otherwise make the Customer Data available to Customer) in a mutually agreed-upon format. Upon termination or expiration of the Term, in the event Armada retains any Customer Data, Armada may delete all such Customer Data from its systems without retaining any copies thereof (other than copies retained in accordance with Armada’s internal document retention and information technology policies).

1.4. **Customer Data.** Customer owns its Customer Data. Customer grants Armada, its Affiliates, and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data as reasonably necessary for Armada to provide the Service in accordance with this Agreement.

1.5. **Service Warranty.** Armada warrants that during the Term, the Service will perform materially as described in the applicable Documentation and Armada will not materially decrease the overall functionality of the Service during the Term. Armada shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Armada fails to successfully correct a material non-conformance within a reasonable time of receipt of written notice from Customer detailing the non-conformance, Customer shall be entitled to terminate the applicable Order Form as to the non-conforming Service and receive a pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection are Customer’s sole remedy, and Armada’s entire liability, for breach of these warranties.

2. Armada Galleon(s).

2.1. **Galleon(s).** Armada will make Armada Galleons available to Customer on a subscription basis as further described in this Section 2 (Armada Galleon(s)) during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, nontransferable (except as expressly permitted in Section 5.13 (Assignment)) right during the Term to use Galleons and Documentation solely for Customer’s business purposes and in accordance with this Agreement, an Order Form, and the Documentation. Customer agrees that its purchase of Galleons is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Armada with respect to future functionality or features.

2.2. **Delivery.** Armada will ship Galleons using its standard methods for packaging and shipping. All prices quoted and Galleons shipped are F.C.A. (Free Carrier). Customer shall pay all freight, handling, delivery, and insurance charges for shipment of Galleons. Choice of carrier, shipping method, and route shall be at the election

of Armada unless expressly designated in writing. Any time quoted for delivery is an estimate only. Armada shall not be bound to tender delivery of Galleons for which Customer has not provided delivery instructions and other required information. Customer shall take delivery of the Galleons within five (5) business days of Armada's written notice that the Galleon has been delivered. Armada reserves the right to make delivery in installments, unless otherwise stipulated in an Order Form; all such installments shall be separately invoiced and paid for when due per such invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Customer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery or defects in Galleons must be made in writing to Armada within ten (10) calendar days after receipt of shipment, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Customer.

2.3. **Risk of Loss.** Risk of loss for Galleons will pass to Customer upon delivery to Armada's designated carrier. Without limiting the foregoing, if Customer fails to accept delivery of any Galleons on the date when the same have been delivered, or if the carrier is unable to deliver any Galleons because Customer has not provided appropriate instructions, documents, licenses, or authorizations: (a) risk of loss to Galleons will remain with Customer; (b) the Galleons will be deemed to have been delivered; (c) Armada, at its option, may store the Galleons until Customer picks them up; and (d) Customer will be liable for all related costs and expenses (including storage, insurance, and additional return shipping costs).

2.4. **Ownership and Title.** Armada retains all rights in Galleons and is not selling, renting, leasing, or transferring any ownership, intellectual or other rights in Galleons to Customer. Customer will not, and will not purport to, assign, grant, or transfer Galleons or any interest therein to any individual or entity, and any such purported assignment, grant, or transfer is void. Customer acknowledges that Armada retains all right, title, and interest in and to Galleons. Armada may affix identifying labels, plates, or tags to Galleons identifying Armada as the owner, and with which Customer may not tamper or remove.

2.5. **No Returns.** Except as otherwise agreed in an Order Form or under the terms of this Agreement, Galleons will not be accepted for return during the applicable subscription Term.

2.6. **Deployment.** Customer shall be responsible for readiness of the installation site ("**Project Site**") for Armada to assist with the installation and setup of Galleons following delivery as mutually agreed-upon by the parties, and in accordance with specifications provided by Armada. Customer must: (a) provide Armada with access to the Project Site; (b) obtain all licenses, permits, or authorizations required by applicable law in connection with installation and use of Galleons at the Project Site or otherwise; (c) be responsible for providing any required power or Internet connectivity (unless Internet connectivity is purchased through Armada) necessary to facilitate installation at the Project Site; (d) ensure the safety of the installation site, including that it is free from all hazardous conditions and materials; and (e) provide assigned resources at the level reasonably requested by Armada to address preparation and installation activities, provide any necessary information, address items for deployment, and ongoing management. Should Customer fail to have the installation site in a state of readiness at the time of agreed-upon commencement of installation and setup, Customer shall be liable for all damages and expenses caused by such failure. Customer must notify and obtain Armada's consent before moving or relocating Galleons from the original Project Site.

2.7. **Customer Use of Galleons.** Customer shall be responsible for: (a) obtaining all licenses, permits, or authorizations required by applicable law in connection with use, installation, and removal of Galleons; (b) keeping Galleons in good condition and working order and complying with all requirements and recommendations made by Armada with respect to Customer's use of Galleons, including with applicable laws and regulations; (c) ensuring the physical security, operating, and environmental conditions for the safeguarding and proper functioning of Galleons; and (d) ensuring that, at all times, the location at which Galleons are located meet the minimum requirements necessary to support the installation, maintenance, use, and removal of Galleons as described in Documentation provided by Armada or as indicated during the ordering and installation process. Customer is responsible for any damage or loss to Galleons, unless caused by Armada, and will compensate Armada for any loss, damage, or destruction to or of any Galleons while at any of Customer's locations or prior to any return to Armada, normal wear and tear expected (minor damage, e.g., dings and dents that do not compromise the structure or functionality of Galleons or components thereof). Customer is responsible for promptly reporting any damage to Galleons. In the event of a total loss, Customer is responsible for the fair market value of Galleons as reasonably determined by Armada as the amount that would have been realized in an arm's length sale between a willing buyer and seller, under no compulsion by either party to complete the sale.

2.8. **Armada Access to Galleons.** Customer will provide Armada prompt and reasonable access to Galleons and the location(s) at which Galleons reside during the Term as necessary to deliver, install, inspect, maintain, replace, and remove Galleons. Customer will not require Armada or its supplier's personnel to sign, accept, or otherwise agree to any documentation as a condition of accessing Galleons or the location(s) at which Galleons reside, and Customer agrees that the terms of any such documentation are void even if signed by Armada or its supplier's personnel. Customer will ensure that no one accesses, moves, or repairs Galleons other than (i) personnel designated by Armada, (ii) as permitted in writing by Armada in connection with the maintenance of Galleons, or (iii) as necessary due to a situation involving imminent injury, damage to property, or an active fire alarm system. Customer will not modify, alter, reverse engineer, or tamper with Galleons, and acknowledges that Galleons may be equipped with tamper monitoring equipment and features. If Armada in its sole discretion determines that a Galleon has reached or exceeded its useful lifespan while it is in the possession of Customer, then Armada has the right and ability to change the Galleon or any components thereof. Armada will discuss logistics and timing of activities related to the change-out of a Galleon or Galleon components with Customer.

2.9. **Return.** Customer is responsible for the return of Galleons to Armada at the end of a subscription Term or upon termination of this Agreement for any reason. Customer agrees to package and ship Galleons in accordance with Armada's instructions, including the use of a carrier designated by Armada and any packaging or shipping instructions. Customer shall pay all freight, handling, delivery, and insurance charges for the return shipment of Galleons. Risk of loss for Galleons shall remain with Customer until Armada's designated carrier accepts the Galleon for delivery back to Armada. Customer is responsible to remove Customer's data from Galleons prior to returning it to Armada, and follow any Armada-specified processes for wiping or clearing Galleons. Customer may be charged a one-time logistics fee, including for refurbishment (other than resulting from normal wear and tear), excess data destruction, and for the cost of insurance coverage for loss of Galleons in transit.

2.10. **Data Protection, Security, Network.** Customer must take appropriate precautions regarding data stored or processed on Galleons, including: (i) Backing up and protecting all data prior to copying to and storing on, or deleting from, Galleons; (ii) Not deleting data from Customer's premises and equipment before Customer has successfully transferred such data to or from Galleons and conducted appropriate testing; and (iii) Applying updates and performing preventative maintenance as recommended by Armada. Customer is solely responsible for the establishment, operation, maintenance, access, security, and other aspects of its networks used in connection with Galleons. Galleons networked, connected to the Internet, or Connected Devices must be appropriately protected by Customer against unauthorized access. Customer is responsible for the removal of all Customer Data contained within Galleons prior to any return to Armada.

2.11. **Galleon Warranty.** Armada warrants that Galleons shall be free from defects in materials and workmanship during the Term. If, within such warranty period, a Galleon fails to conform to this limited warranty, and Customer promptly informs Armada in writing of such non-conformance within the warranty period, Armada shall, in its sole discretion, either: (a) repair the affected Galleon; (b) provide a replacement Galleon; or (c) issue a pro rata refund of any unused, pre-paid Fees for a non-conforming Galleon. Such repair, replacement, or refund shall be Armada's sole obligation and Customer's exclusive remedy for any deficiency in Galleons furnished under the Agreement and shall be conditioned upon Customer's prompt return of Galleons to Armada or, in Armada's sole discretion, inspection in the field by an Armada-authorized representative.

2.12. **Software.**

2.12.1. **Installed Software.** Subject to the terms and conditions of this Agreement, and any end user license agreement or terms of service that accompanies Installed Software on Galleons or components thereof, Armada grants Customer a limited, nonexclusive, nontransferable license to use Installed Software with Galleons, for Customer's internal business purposes. Armada and its suppliers reserve all other rights. Customer shall use the Galleon and Installed Software in compliance with this Agreement, Documentation, and applicable laws, and shall not: (a) use or virtualize features of Installed Software separately from Galleons; (b) sublicense, sell, resell,

transfer, assign, distribute, share, lease, rent, make external commercial use of, outsource, use on a timeshare or service bureau basis, use in an application service provider or managed service provider environment or arrangement, or generate income from, or otherwise make them available to anyone other than Customer's personnel; (c) cause the decompiling, disassembly, or reverse engineering of any portion of them, or attempt to discover any source code or other operational mechanisms underlying them; (d) access them for the purpose of building a competitive product or service or copying features or user interfaces; (e) modify, adapt, translate or create derivative works based on any part of them; (f) modify or fail to reproduce any proprietary rights notices that appear in them or components thereof; (g) use them in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations); (h) send, store, transmit, or otherwise use them to collect any sensitive data that is subject to regulatory, contractual handling, or personal data requirements (e.g., PCI, HIPAA, FTI, CJI, CUI, GDPR, CCPA, or state or federal data security laws); or (i) install or use non-Armada software or technology in any way that would subject Armada's intellectual property or technology to any other license terms; or (j) use them to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, (2) engage in phishing, spamming, denial-of-service attacks, or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the software or data contained therein, (4) attempt to gain unauthorized access to them or Armada's systems or networks, or (5) perform, or engage any third party to perform, authenticated or unauthenticated penetration testing, vulnerability assessments or other security assessments. To the extent any software licensed from third parties, including open source software, third-party software-as-a-service offerings, and third-party hosted software offerings (collectively, "**Third Party Software**") is incorporated by Armada or its suppliers into Galleons, the terms of the third party's applicable end user license agreement or terms of service related to Third Party Software will apply and Customer will be bound by such terms.

2.12.2. Updates. Armada or its suppliers may, at any time and in their sole discretion, modify, deprecate, upgrade, or release new versions of Installed Software on Galleons, or any portion of their features and functions (collectively "**Changes**"). Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in accordance with instructions provided by Armada. In the event of any Changes that have a materially adverse effect on Customer's use of Galleons, Armada will promptly propose resolutions or workarounds.

2.13. Additional Services and Support. Customer may use and subscribe to additional, optional services in connection with Galleons, which may be subject to a separate fee or subscription. As part of the subscription to Galleons, Armada will provide a baseline level of support. Customer may elect to enroll in enhanced support options as made available by Armada, subject to a separate fee or subscription.

3. **A.I. Features.**

3.1. Armada's Obligations. Armada may make AI Features available to Customer pursuant to this Agreement and the applicable Order Form during the Term through the Service or Installed Software on Galleons, and grants to Customer a limited, non-sublicensable, non-exclusive, nontransferable (except as expressly permitted in Section 5.13 (Assignment)) right during the Term to allow its Users to access and use such AI Features solely for Customer's business purposes and in accordance with this Agreement, an Order Form (including the number and type of licenses authorized by Armada on an Order Form), and the Documentation. Customer agrees that its use or purchase of AI Features is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Armada with respect to future functionality or features.

3.2. Use of AI Features, Inputs, and Outputs. Customer may submit Customer Data (including in the form of prompts or queries) to the AI Features ("**Inputs**") and receive outputs from the AI Features ("**Outputs**"). Except for Armada's express rights in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer's Inputs. Subject to the terms of this Agreement, Armada grants to Customer a non-exclusive, worldwide, perpetual right and license to reproduce, distribute, publicly display, publicly perform and prepare derivative works of Outputs. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Armada to others. Armada may use Inputs and Outputs to train or otherwise improve the AI Features, but only if such Inputs and Outputs have been (a) de-identified so that they do not identify Customer, its Users or any other person; and (b) aggregated with data across other customers.

3.3. Outputs Disclaimer. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Armada. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Customer acknowledges that the accuracy of the Outputs produced by AI Features is dependent on the Inputs used to train such features and build and inform any underlying models. Armada provides no warranty as to the accuracy, correctness, or completeness in live operation of any AI Features.

3.4. Intellectual Property Infringement. Notwithstanding anything in this Agreement to the contrary, due to the nature of the AI Features, Armada does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials; or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in Armada's Indemnification Obligations under Section 5.6.1 (Armada Indemnification Obligation) of this Agreement.

3.5. Restrictions on use of AI Features. Customer will not and will not permit any of Customer's Users to: (a) use the AI Features or any Output to infringe any third-party rights; (b) represent any Output as being approved or vetted by Armada; (c) represent any Output as being an original work or a wholly human-generated work, use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws; or (d) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful, unethical, or in violation of applicable laws.

3.6. Third-Party Products. To the extent Customer is granted access to large language models or other third party products (each a "**Third Party Product(s)**") by Armada as part of AI Features provided by Armada or on a standalone basis, use of such Third Party Products is subject to the applicable Third Party's respective terms and conditions, and Customer will be bound by such terms. Customer acknowledges that such Third Party Products are not Armada products or services, may change during the Term; and are subject to availability from such Third Party providers. Armada provides no warranties related to any Third Party Products and expressly disclaims any liability arising from, or in connection with, any Third Party Products.

4. **Professional Services.**

4.1. Statements of Work. Customer and Armada may enter into Statements of Work that describe specific Professional Services to be performed by Armada. Customer shall provide reasonable access, cooperation, and information as necessary to permit Armada to perform Professional Services. If applicable, while on Customer premises for Professional Services, Armada personnel shall comply with reasonable Customer rules and regulations regarding safety and conduct made known to Armada in writing prior to such engagement and will, at Customer's reasonable request, promptly remove from the project any Armada personnel not following such rules and regulations.

4.2. Intellectual Property. Except for the rights expressly granted under this Agreement, Armada and its licensors retain all right, title, and interest in and to Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, Armada grants to Customer a worldwide, non-exclusive, non-transferable (except as expressly permitted in Section 5.13 (Assignment)), non-sublicensable right to use the Professional Services solely for Customer's use with Armada products and services.

4.3. Professional Services Warranty. Armada warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole remedy and Armada's entire liability for any breach of the foregoing warranty set forth in this 4.3, Armada will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies Armada no later than thirty (30) days after delivery of such Professional Services.

5. **General Provisions.**

5.1. Fees and Taxes.

5.1.1. **Fees.** Customer will pay the fees specified in the Order Form (“**Fees**”). Except as otherwise set forth in an Order Form, Fees are due within thirty (30) days after Armada’s issuance of the invoice (which may be sent by email to the Customer contact specified on an Order Form). Except as otherwise set forth in an Order Form, all Fees are non-refundable and non-cancellable. If Customer disputes an invoice in good faith, it will notify Armada prior to the date on which payment is due, and the parties will work in good faith to promptly resolve the dispute. Customer is not required to pay disputed amounts during the resolution period, but will timely pay all undisputed amounts. Late payments are subject to a charge of one-and-a-half percent (1.5%) per month, or the maximum amount permitted by applicable law, whichever is less. Customer will pay all Fees in U.S. Dollars.

5.1.2. **Taxes.** Fees do not include and are not reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties, customs, or similar governmental assessments of any nature, including value-added, use, or withholding taxes (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Armada’s net income or property), unless Customer provides Armada with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required to pay any such Taxes, Customer shall pay Taxes with no reduction or offset in the amounts payable to Armada hereunder. If Armada is required to pay any Taxes required of Customer hereunder, Customer agrees to gross up payments actually made such that Armada shall receive sums specified in an Order Form in full and free of any deduction for any such Tax; Armada will advise Customer in writing, and Customer will promptly reimburse Armada for the amounts paid for such Taxes.

5.1.3. **Expenses.** Unless otherwise specified in the applicable Statement of Work, upon invoice from Armada, Customer will reimburse Armada for all pre-approved, reasonable expenses incurred by Armada while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. Armada will include reasonably detailed documentation of all such expenses with each related invoice.

5.2. Term, Termination, and Effect of Termination.

5.2.1. **Term.** The term of this Agreement commences on the Effective Date and continues until terminated by the parties.

5.2.2. **Termination.** Either party may terminate this Agreement or an applicable Order Form by written notice to the other party (i) in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If no subscription Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

5.2.3. **Effect of Termination.** Upon expiration or termination of this Agreement or an Order Form for any reason, all related rights in subscriptions granted to Customer will immediately terminate and Customer will cease using Services, Galleons, and AI Features. Customer will promptly return corresponding Galleons in accordance with Section 2.9 (Return). Termination for any reason other than termination for cause by Customer pursuant to 3.2.2 (Termination) shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. Upon any termination for cause by Customer pursuant to Section 3.2.2 (Termination) upheld or enforced by a court of competent jurisdiction, Armada will refund Customer a pro-rata portion of any prepaid Fees that cover the remainder of the applicable Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination.

5.3. **Survival.** Any sections which by their nature should survive termination will survive termination, including sections entitled “Customer’s Obligations,” “Disclaimer,” “Title,” “No Returns,” “Customer Responsibilities,” “Warranty Exclusions,” “Software,” “General Provisions,” and “Definitions.”

5.4. Intellectual Property, Customer Data, Usage Data, Feedback.

5.4.1. **Intellectual Property.** Each party shall continue to own all right, title, and interest to its Background Works. All materials pertaining to Background Works provided by one party to the other in connection with this Agreement shall remain the providing party’s property. Neither party shall use Background Works belonging to the other party except to fulfill its obligations under this Agreement. “**Background Works**” means any materials (including documents, prototypes, data, drawings, models, code, APIs and applications) and any Intellectual Property Rights related thereto, which are (a) owned by either party or their suppliers prior to this Agreement; and (b) which are not generated in the course of this Agreement. For the avoidance of doubt, except for rights expressly granted under this Agreement, Armada and its licensors retain all right, title, and interest in and to Galleons, the Commander Services, Installed Software, AI Features, Professional Services, any related Documentation, and all related Intellectual Property Rights inherent therein. Armada owns any and all Intellectual Property resulting from the Services, Galleons, AI Features, and Professional Services provided by Armada under the Agreement, including any and all rights in any technology, inventions, know-how, computer code or other materials developed by Armada, including with input from Customer (collectively “**Developments**”). Developments shall not be deemed “works made for hire.”

5.4.2. **Usage Data.** Customer acknowledges that Armada and its suppliers have the right to collect metrics that relate to the performance, security, and health of the Service, Galleons, and AI Features, their components and related infrastructure that service those components, as well as data verifying Customers’ usage thereof (“**Usage Data**”), which Armada may use for any lawful purpose, including to improve Armada products or services or to share with Armada suppliers, licensors, partners, or other third parties supporting Armada’s business efforts. Armada may anonymize or aggregate Usage Data and disclose such anonymized and aggregated Usage Data externally.

5.4.3. **Feedback.** To the extent Customer provides Armada with feedback, ideas, concepts or suggestions related to Armada products or services, or Armada’ business (“**Feedback**”), Customer grants Armada, without charge, a fully paid-up, irrevocable right and license to use, share, commercialize, and otherwise fully exploit such Feedback and all related rights in any way. Armada shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

5.5. **Confidentiality.** The Receiving Party will: (i) not use the Disclosing Party’s Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its Affiliates, employees, consultants, agents, and professional advisers, who have a “need to know” for the Receiving Party to exercise its rights or perform its obligations hereunder provided that such individuals are bound by confidentiality obligations at least as restrictive as those set forth in this Section; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party (unless legally prohibited from doing so), and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. This Section will not apply to information the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party’s Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to pursue appropriate equitable relief in addition to whatever other remedies it might have at law or equity. For purposes of this Section, “**Confidential Information**” means all information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”) that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure, including: (a) Armada products and services, Documentation, and the terms and conditions of this Agreement and all Order Forms including pricing; and (b) each party’s technical and business information, including logins, passwords and other access codes.

5.6. Indemnification.

5.6.1. **Armada Indemnification Obligation.** Subject to Section 5.6.3 (Indemnity Requirements), Armada will defend Customer from all third-party claims brought against Customer alleging that Armada products and services, as provided by Armada to Customer under this Agreement, infringes on or violates any Intellectual Property Rights (each, an “**Infringement Claim**”). Armada will indemnify Customer for all damages, costs, reasonable attorneys’ fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Armada, in connection with an Infringement Claim. In the event of any such Infringement Claim, Armada may, at its option: (i) obtain the right to permit Customer to continue using Armada products or services, (ii) modify or replace the relevant portion(s) of the products or services with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate the applicable Order Form as to the infringing products or services and provide a pro-rata refund of any prepaid, unused Fees for such infringing product or service. Notwithstanding the foregoing, Armada will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to Armada products or services made by a party other than Armada, (2) the combination of Armada products or services with other products, processes, or technologies (where the infringement would have been avoided but for such combination), (3) Customer’s use of Armada products or services other than in accordance with the Documentation or this Agreement; (4) Customer’s use of non-Armada products or services or Third-Party Software. The indemnification obligations set forth in this Section 5.6.1 (Armada Indemnification Obligations) are Armada’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.

5.6.2. **Customer Indemnification Obligation.** Subject to Section 5.6.3 (Indemnity Requirements), Customer will defend Armada from all third-party claims brought against Armada alleging a violation of a third party’s rights arising from Customer’s provision or use of Armada products or services or Customer Data. Customer will indemnify Armada for all damages, costs, reasonable attorneys’ fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such claims.

5.6.3. **Indemnity Requirements.** The party seeking indemnity (“**Indemnitee**”) under this Section 5.6 (Indemnification) must give the other party (“**Indemnitor**”) the following: (a) prompt written notice of any claim for which Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by Indemnitor in the defense of the claim, at Indemnitor’s sole expense, and (c) sole control over the defense and settlement of the claim, provided that Indemnitee may participate in the defense of the claim at its sole expense and any settlement by Indemnitor does not include an admission of liability by Indemnitee.

5.7. Limitation of Liability.

5.7.1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE CUMULATIVE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ARMADA FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION APPLIES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS OR OBLIGATIONS AS IT RELATES TO THE REPAIR OR REPLACEMENT OF GALLEON IN THE EVENT OF LOSS OR DAMAGE AND WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5.7.2. **Excluded Damages.** IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION APPLIES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS OR OBLIGATIONS AS IT RELATES TO THE REPAIR OR REPLACEMENT OF GALLEON IN THE EVENT OF LOSS OR DAMAGE AND WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5.8. **Trials.** If Customer uses a Trial, the applicable provisions of this Agreement will govern that Trial, and Armada will make such Trial available to Customer on a trial basis, until the earlier of (a) the end of the trial period for which Customer agreed to use such Trial, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) termination of the Trial by Armada in its sole discretion. A trial period may be extended upon mutual agreement by Armada and Customer. Notwithstanding anything to the contrary in this Agreement, a Trial is provided “AS IS.” ARMADA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A TRIAL. ARMADA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A TRIAL, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE ARMADA’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A TRIAL IS US \$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 5.7 (LIMITATION OF LIABILITY), CUSTOMER SHALL NOT USE A TRIAL IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A TRIAL. ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER’S TRIAL ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL.

5.9. **Customer Reference and Logo.** Customer agrees that Armada may identify Customer as a customer and use Customer’s name and logo for reference purposes. Customer agrees to serve as a reference for Armada when requested.

5.10. **No Agency; No Third Party Rights.** The parties to this Agreement are independent contractors with respect to each other, and neither party has any authority of any kind to bind the other party in any respect whatsoever to any third party. There are no third-party beneficiaries under this Agreement.

5.11. **Notices.** Notices under this Agreement must be in writing and will be deemed given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested to each party at its respective address. Notice information for Customer is the point of contact specified on the initial Order Form. Notice information for Armada is: Armada Systems, Inc., 11 Funston Ave. Suite A, San Francisco, CA 94129, legalnotice@armada.ai.

5.12. **Governing Law, Venue, Attorneys’ Fees, and Severability.** This Agreement and any disputes arising out of related hereto shall be governed by the laws of the State of California, without regard to its conflict of laws rules. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Products or the Uniform Computer Information Transactions Act. Incoterms 2020 published by the International Chamber of Commerce shall govern this Agreement to the extent this Agreement specifies terms covered by Incoterms 2020, provided that in the event of any conflict between this Agreement and Incoterms 2020, this Agreement shall govern. Any legal action relating to this Agreement must be brought in the federal or state courts in San Francisco, California, and the parties consent to that venue. The prevailing party is entitled to recover all reasonable fees, costs and, expenses of enforcing its rights, including reasonable attorneys’ fees. In the event any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

5.13. **Assignment.** This Agreement and the rights or obligations arising under this Agreement, in whole or in part, may not be assigned by either party without the other party’s prior written consent; provided that either party may assign this Agreement upon written notice to the other party to its (a) Affiliate or (b) successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party related to this Agreement, unless the successor is a competitor of the other party, and provided that the assignee agrees to be bound by the terms of this Agreement. Any other purported assignment shall be void.

5.14. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER THIS AGREEMENT, ARMADA HEREBY DISCLAIMS ALL WARRANTIES RELATING TO ARMADA PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES

OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. ARMADA MAKES NO WARRANTY AND ASSUMES NO LIABILITY REGARDING ANY NON-ARMADA HARDWARE, SOFTWARE, OR SERVICES WITH WHICH ARMADA PRODUCTS OR SERVICES MAY INTEROPERATE.

5.15. **Entire Agreement.** This Agreement, together with the Order Form(s) between Armada and Customer, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Armada and Customer, (2) this Agreement, and (3) the Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. As used in this Agreement, "including" means "including without limitation."

5.16. **U.S. Federal Government End Use Provisions.** Armada products and services, Documentation, and any other software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations ("FAR"), are "Commercial Items" as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and hardware and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense ("DOD"), then they are subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section 5.16 (U.S. Federal Government End Use Provisions) is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software, hardware, or technical data. If a government agency needs additional rights beyond those customarily given by Armada to the public, Customer must negotiate with Armada a mutually acceptable written addendum to this Agreement specifically granting those rights.

5.17. **Compliance.** Each party (a) will comply with all export and import laws and regulations in performing this Agreement and (b) warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country. Customer will not submit to any Armada product or service any data controlled under the U.S. International Traffic in Arms Regulations. Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the U.S. Foreign Corrupt Practice Act and UK Bribery Act, in connection with this Agreement.

5.18. **Force Majeure.** If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party, the party so affected shall be excused from performance and liability to the extent of such prevention or restriction. "**Reasons beyond the reasonable control of a party**" include: computer-related attacks; hacking, natural disasters, or national or regional emergencies; war, invasion, hostilities, or acts of terrorism; government order, law, or actions preventing or delaying performance; (e) embargoes or blockades in effect on or after the date of an Order Form; strikes, labor stoppages or slowdowns, or other industrial disturbances; and telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or supply chain delays or shortages.

6. Definitions. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

6.1. "**Affiliate**" means, with respect to each party, any entity that directly or indirectly controls, is controlled by, or is under common control with the applicable party. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

6.2. "**AI Features**" means large language models (LLMs) or other machine learning or artificial intelligence features made available through the Service or Installed Software on Galleons.

6.3. "**Commander Service(s)**" or "**Service(s)**" means Armada's subscription-based products and services, including Commander Connect and Commander Pro (global aspects of which may be delivered as a cloud service over the Internet, and local aspects of which may be pre-installed locally on a Galleon).

6.4. "**Connected Asset(s)**" or "**Connected Device(s)**" means, subject to any terms and conditions set forth in an Order Form, physical devices Customer can monitor and manage using the Service. Examples of Connected Assets include but are not limited to Starlink Terminals, internet of things devices, and Galleons. Connected Assets may include physical devices that Customer purchases from third parties.

6.5. "**Customer**" means the entity or organization that has entered this Agreement or an Order Form for the purchase of products or services provided by Armada.

6.6. "**Customer Data**" means electronic data Customer or its Users submits to Armada products or services.

6.7. "**Documentation**" means technical or product documentation provided by Armada to Customer, as may be updated by Armada from time to time.

6.8. "**Effective Date**" means the earliest of: (1) the date of last signature of this Agreement or an Order Form that is subject to this Agreement; (2) Customer's access or use of the Service; (3) clicking "I Accept," "Sign up" or similar button or check box referencing this Agreement.

6.9. "**Galleon(s)**" means an Armada modular data center and related component parts and Installed Software.

6.10. "**Intellectual Property Rights**" means all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

6.11. "**Installed Software**" means any software included on a Galleon (including any firmware pre-installed on a Galleon). "Installed Software" does not include Commander Services.

6.12. "**Order Form**" means an ordering document provided to Customer that specifies the products or services purchased by Customer under this Agreement. Order Forms do not include any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional to or inconsistent with the terms of this Agreement or an Order Form.

6.13. "**Professional Services**" means implementation and configuration services provided by Armada in connection with Armada products and services, as described more fully in a Statement of Work. Professional Services shall not include the Service.

6.14. "**Statement of Work**" means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work hereby incorporates this Agreement by reference.

6.15. "**Term**" means the term of each subscription to the Service or Galleons as specified in an applicable Order Form.

6.16. "**Trial**" means any Armada product, service, or functionality that Armada makes available to Customer to try at Customer's option and which is designated as "beta," "trial," "pre-GA," "pilot," "developer preview," "free trial," "evaluation," "proof of concept (POC)," or a similar designation.

6.17. "**User(s)**" means any employee, contractor (to the extent providing services to Customer), or end user of Customer that Customer has provisioned to use the Armada Service through its account.