

This Peraton IRIS Services Agreement (“Agreement”) is entered into as of the Start Date between the organization agreeing to these terms (“Customer”) and Peraton Inc. (“Peraton” or Contracting Party”). In this Agreement, Peraton and Customer are each referred to as a “Party” and collectively as the “Parties.” Capitalized terms not defined in the Agreement have the meanings provided in the Service Order. Customer represents it is an Authorized Purchaser and agrees to this Agreement, including the Peraton IRIS Terms of Use at Exhibit A, by accepting the Service Order or using the Peraton IRIS Services.

1. Definitions.

“Abusive Customer Content” means any user-generation content, feedback, or communication that is fake, harassing, threatening, discriminatory, or otherwise harmful and ill-intentioned.

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

“Agreement” means, collectively, these Terms and Conditions, any schedules and exhibits hereto, any Service Order (including add-on Service Order Forms), and any applicable addenda (“**Addenda**”) with respect to Peraton IRIS products or services.

“Authorized Purchaser” means a Customer representative that is lawfully able to enter into the Agreement and has legal authority to bind the ordering organization/entity.

“Confidential Information” means all non-public information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product designs, business processes, source code, financial information, and customer data. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party without restriction by a third party; or (d) was independently developed without use of the Disclosing Party’s Confidential Information.

“Customer Content” means any data, text,

images, audio, video, software, code, works of authorship, and other materials or information that Customer or its End Users submit, upload, transmit, store, or otherwise provide in connection with the Services, excluding Inputs. For clarity, Customer Content does not include any software, technology, data, or intellectual property of Peraton, or any modifications, enhancements, or derivatives thereof.

“Documentation” means IRIS Terms of Use and Data Processing, Security Measures, and Usage policies.

“End User” means any individual that Customer authorizes to use the Services. End Users may include Customer’s and its Affiliates’ employees, consultants, and agents, and any individual interacting with the Services as Customer’s customer.

“Initial Term” means the initial term for the Services beginning on the Start Date and continuing for the duration set forth on the Service Order.

“Input” means any data, text, images, audio, video, prompts, queries, instructions, or other materials that Customer or its End Users provide, submit, or otherwise make available to the Services in order to operate, guide, or generate an Output from the Services.

“IP Rights” means all registered or unregistered intellectual property rights throughout the world, including but not limited to, rights in patents, copyrights, trademarks, trade secrets, inventions, designs, databases, domain names, methods, concepts, improvements, derivative works, and moral rights.

“Output” means any data, content, results, materials, works, or other outputs generated, created, or derived by or through use of the Services, including through the training, tuning, evaluation, or operation of machine learning or generative artificial intelligence models excluding any underlying software, algorithms, models, training data, or other technology used by Peraton to generate such results. Output includes, without limitation, responses to prompts, model-generated content, insights, or other deliverables made available to or created at the direction of Peraton or its Peraton IRIS end users through such models.

“Peraton IRIS” or “IRIS” means Peraton’s AI-powered software, system, service, tool, platform, model, or interface that is capable of generating content, data, or other outputs – including but not limited to text, images, audio, video, code, or structured information – based on input data, user prompts, or other stimuli.

“Renewal Term” means a renewal term for the Services following either the Initial Term, or a previous Renewal Term. Note that if Customer renews without a new Service Order, the duration of that Renewal Term will be the same duration of the immediately preceding Initial Term or Renewal Term.

“Reverse Engineer” means reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the operational code or underlying components of the Services, algorithms, and systems of the Services

“Security Measures” means the administrative, physical, and technical safeguards implemented by Peraton that are designed to (a) protect the confidentiality, integrity, and availability of the Services; (b) protect Customer Content against accidental or unlawful loss, access, or disclosure; and (c) prevent unauthorized access to or use of the Services.

“Services” means the hosted Peraton IRIS offering(s), application(s), platform(s), and related functionality that Peraton makes available to Customer under this Agreement, as specified in the applicable Service Order. Services include any related websites, interfaces, and online tools provided by Peraton, but exclude (a) any third-party services, data, or content not controlled by Peraton, and (b) any professional, consulting, or support services unless expressly set forth in a Service Order.

“Service Order” means the ordering document, either physical or electronic, signed by both Parties that identifies Services, terms of authorized use, Fees and other charges for the Services, any special payment or billing terms, and permitted Usage Levels, if any.

“Service Order Term” means the term of the Service Order, as listed on the Service Order.

“Start Date” means the date this Agreement is entered into by the Parties, either by (a) execution of a Service Order that references this Agreement, or (b) execution of this Agreement itself. Each Initial Term or Renewal Term shall begin on the applicable Start Date specified in the relevant Service Order. If Customer renews the Services without executing a new Service Order, the Start Date for the Renewal Term will be deemed to commence on the day immediately following the expiration of the prior Term, calculated from the original Start Date.

“Term” means the term of the Agreement, which will begin on the Start Date and continue until the earlier of: (i) the end of the Service Order Term; or (ii) termination or expiration of the Agreement as set forth herein.

“Third-Party Service(s)” means products, services, or content offered by parties other than Peraton through the Services.

“Third-Party Service Terms” means any additional terms applicable to any Third-Party Services.

“Usage Limits” means restrictions imposed on Customers' use of the Services as described in the applicable Service Order, including restrictions on various aspects of End User behavior, including messaging, token submission, and throughput rate.

2. Services.

2.1 Services Term. Peraton will deliver the

Services to Customer for the Service Order Term, unless otherwise agreed to by the Parties in writing.

2.2 Renewal. Renewal Terms, if any, and whether the Services are automatically renewed, will be listed in the applicable Service Order. Customer must provide notice of non-renewal at least thirty (30) calendar days prior to the end of the current Service Order Term. If, upon renewal, Customer reduces its license count, quantity, or minimum commitment, Peraton reserves the right to adjust or remove any discounts previously offered to Customer.

2.3 Usage-based Services. If Customer purchases Services based on usage, Customer acknowledges that Peraton will charge Customer Fees for the Services based on the usage calculated by Peraton.

3. Provision.

3.1 General. Customer must access and use the Services in accordance with the Agreement. Peraton may, upon reasonable notice, audit Customer's use of the Services to verify compliance with this Agreement.

3.2 Use. Peraton grants Customer a non-exclusive right to access and use the Services during the Term.

3.3 On-Premises Deployment. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that any on-premises deployment of the Services, including any access to or delivery of source or object code, models, or related materials (“On-Prem Materials”), is provided solely to enable Customer's internal use of the Services in accordance with this Agreement. All On-Prem Materials constitute Peraton or Third Party Confidential Information and remain the exclusive property of Peraton or its licensors. No right, title, or interest in or to the On-Prem Materials is transferred to Customer except for a limited, non-exclusive, non-transferable, non-sublicensable license to use such On-Prem Materials solely for Customer's internal business purposes in connection with the authorized on-premises deployment.

3.4 Modifications. Peraton may from time to time implement updates, enhancements, or modifications to the Services. Peraton will use commercially reasonable efforts to coordinate with Customer and minimize any material interruptions to the Services arising from such updates. In the event of a planned update that is reasonably expected to cause a material service interruption, Peraton will provide advance notice to Customer where practicable and work with Customer in good faith to reduce the duration and impact of such interruption.

4. Customer Obligations.

4.1 Customer Account. Customer may be provided a primary account to access and administer the Services (“Customer Account”). Customer must provide accurate and current Account information. Customer will not share Customer Account access credentials or individual End User login credentials between multiple End Users. Customer may not resell or lease access to their Account or any End User Account. Customer will immediately notify

Peraton if it becomes aware of unauthorized access to the Account or the Services.

4.2. End Users. End User Accounts may only be provisioned to, registered for, and used by, a single End User. Customer is responsible for all activities that occur under their Account, including the activities of End Users with an End User Account. Customer will obtain and maintain from End Users any consents necessary to allow Peraton to deliver the Services.

4.3. Restrictions. Customer will not, and will not permit End Users to: (a) use the Services in a way that violates applicable laws, any applicable Peraton terms and conditions, or any applicable Third-Party Service Terms; (b) use the Services in a way that violates third parties' rights; (c) allow minors to use the Services; (d) Reverse Engineer any aspect of the Services or the systems used to provide the Services; (e) use Output to develop artificial intelligence models that compete with Peraton IRIS's products, capabilities, features, and services; (f) extract data from the Services other than as permitted through the Services; (g) interfere with or disrupt the Services, including attempting to circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations for the Services; or (h) violate or circumvent Usage Limits or otherwise configure the Services to avoid Usage Limits.

4.4. Third-Party Services. Third-Party Services may be available through the Services, which Customer may elect to use in its sole discretion. By accessing a Third-Party Service, Customer agrees to the applicable Third-Party Service Terms. Customer's access or use of Third-Party Services is governed by this Agreement and the relevant Third-Party Service Terms. In the event of any conflict or inconsistency, the terms of this Agreement shall control.

4.5. Third-Party and Open-Source Software. Customer acknowledges that Peraton may use or make available open-source software ("Open-Source Software") in connection with providing the Services. To the extent required by the applicable license, Peraton will make the relevant license terms, notices, and source code available to Customer. Nothing in this Agreement restricts Customer's rights or expands Customer's obligations beyond those set forth in the applicable license terms. Except as expressly required by such license terms, all Open-Source Software is provided "as is," and Peraton makes no, and expressly disclaims all, warranties, indemnities, or other obligations with respect to such Open-Source Software.

5. Customer Content.

5.1. Generally. Customer and End Users may provide Input and receive Output. As between

Customer and Peraton, to the extent permitted by applicable law, Customer: (a) retains all ownership rights in Input; and (b) owns all Output. Peraton hereby assigns to Customer all Peraton's rights, title, and interest, if any, in and to Output.

5.2. Peraton Obligations. Peraton will only use Customer Content and Input as necessary to provide Customer with the Services, comply with applicable law, enforce Peraton Documentation, and prevent abuse.

5.3. Customer Obligations - Input. Customer is responsible for all Input and represents and warrants that it has all rights, licenses, and permissions required to provide Input to the Services. Customer agrees not to submit Input that either violates third-party rights or applicable law, including Prohibited Data as set forth at Section 6.2 of this Agreement, or is intended or would reasonably be expected to generate Output that does so. Peraton disclaims all liability arising from Input submitted by Customer in violation of this Section.

5.4. Customer Obligations – Output. Customer is solely responsible for the use of all Output and for evaluating the accuracy and appropriateness of Output for Customer's use case(s). Customer acknowledges that artificial intelligence and machine learning technologies, as used by IRIS, are probabilistic and may generate incorrect, inaccurate, or incomplete Output. Peraton makes no representation or warranty as to the accuracy, completeness, or reliability of any Output, or that Output does not violate third-party rights or applicable laws. Peraton disclaims all liability for any use of or reliance by Customer on Output.

5.5. Similarity of Output. Due to the nature of the Services and artificial intelligence generally, Output may not be unique or exclusive to Customer and End Users. Responses that are requested by and generated by other users are not considered Customer's Output.

6. Security and Privacy.

6.1. Security Measures. During the Term, Peraton will implement and maintain the Security Measures, as documented in Exhibit B. Customer agrees to comply with the Security Measures as necessary. Peraton may periodically update the Security Measures and will use commercially reasonable efforts to coordinate with Customer and minimize any material interruptions to the Services arising from such updates to the Security Measures. In the event of a planned update that is reasonably expected to cause a material service interruption, Peraton will provide advance notice to Customer where practicable and work with Customer in good faith to reduce the duration and impact of such interruption.

6.2. Prohibited Data. Excepting instances when Customer's use of the Services is exclusively within Customer's on-premises environment, Customer shall not provide or submit as Input any export-controlled information (including data or technology subject to the Export

Administration Regulations (“EAR”) or the International Traffic in Arms Regulations (“ITAR”), Controlled Unclassified Information (CUI), personally identifiable information (PII), protected health information (PHI), or any other regulated or sensitive information requiring protections beyond those expressly set forth in this Agreement (“Prohibited Data”). Input of this type of data will be considered an Incident, which the Customer is responsible for reporting to the relevant authorities. Peraton disclaims all liability arising from, and Customer shall indemnify Peraton against any claims, losses, or expenses related to Customer’s inclusion of Prohibited Data in the Services or as Input, in accordance with Section 14.

7. Payment.

7.1. Fees. Customer will pay Peraton the applicable fees in accordance with and as specified in the applicable Service Order (the “Fees”). Fees shall be paid in U.S. Dollars unless otherwise specified in the Service Order. Fees exclude all taxes, duties, and third-party fees (e.g., sales/use/VAT/GST/withholding). Customer is responsible for such taxes (excluding Peraton’s income taxes) and will provide valid exemption certificates if applicable.

7.2. Payment. Except for bona-fide disputes, Customer is responsible for timely payment. Customer will make payment to Peraton within seven (7) calendar days of the invoice date. If Fees are past due, Customer shall pay a late charge of the lesser of 1.5% per month or the maximum rate permitted by law and Peraton reserves the right to suspend or terminate the Services. Customer is responsible for providing complete and accurate billing and contact information to Peraton for invoicing purposes

7.3. Taxes. Fees are exclusive of taxes, which Peraton will charge as required by applicable law in connection with the Services. All Fees under this Agreement shall be paid in full, without any deduction or withholding for taxes, levies, duties, tariffs, or other charges of any nature imposed by any governmental authority. If any such deduction or withholding is required by law, Customer shall increase the payment to Peraton, so that the net amount received equals the amount invoiced.

8. Confidentiality.

8.1. Use and Nondisclosure. The Receiving Party agrees to: (a) only use Confidential Information to exercise its rights and fulfill its obligations under this Agreement; (b) take reasonable measures to protect Confidential Information; and (c) not disclose Confidential Information to any third party except as expressly permitted in this Agreement.

8.2. Exceptions. The obligations in Section 8.1 do not apply to information that: (a) is or becomes

generally available to the public through no fault of the Receiving Party; (b) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party without restriction by a third party; or (d) was independently developed without use of the Disclosing Party’s Confidential Information.

8.3. Permitted Disclosure. The Receiving Party may disclose Confidential Information to its Affiliates, employees, contractors, and agents who have a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. The Receiving Party will be responsible for any breach of this Section 8 by its Affiliates, employees, contractors, and agents. The Receiving Party may also disclose Confidential Information to the extent required by law, subpoena or court order, provided (if permitted by applicable law) the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order and limits the amount disclosed to only what is legally required.

8.4. Remedies. The Receiving Party acknowledges that a disclosure of Confidential Information in violation of these terms would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8.5. Deletion of Confidential Information. Upon termination or expiration of this Agreement, the Receiving Party will delete Confidential Information, but may retain such information pursuant to its policies for (a) accounting, tax, billing, audit, and compliance purposes; (b) investigating fraud or unlawful use of the Services; or (c) as required by applicable law, provided such retention, use, and disclosure for the foregoing purposes is subject to the confidentiality obligations under this Section.

9. Suspension.

9.1. End User Accounts. If an End User: (a) violates this Agreement; or (b) causes or will reasonably cause a “Security Emergency,” then Peraton may, in its sole discretion, suspend or terminate the relevant End User account. For purposes of this Agreement, “Security Emergency” means a condition or event that, in Peraton’s reasonable judgment, (a) poses a credible threat to the security, integrity, or availability of the Services, Peraton’s systems, or Peraton’s data; (b) may result in unauthorized access to or disclosure of Customer Data or Peraton’s confidential information; or (c) otherwise could materially harm Peraton, its customers, or the Services if not immediately remedied.

9.2. Services. Peraton may limit, suspend, or terminate Customer’s access to the Services if: (a) it is required to do so by law; (b) Customer violates

this Agreement or Documentation; or (c) doing so is necessary to prevent, mitigate, or resolve a Security Emergency.

10. IP Rights.

10.1. Reservation of Rights. Except as expressly set forth herein: (a) Customer does not grant Peraton any IP Rights in Customer Content or Input; and (b) Peraton does not grant Customer, its Affiliates, End Users, or any Third Party any IP Rights in Peraton IRIS, including but not limited to, the associated Services, including any applications, products, services, or content provided by a third party that interoperate with or are used in connection with the Services, whether made available through the Services or separately obtained by Customer. Except as otherwise expressly provided herein, Peraton grants no license(s) to any of its intellectual property and no other transfer of Peraton intellectual property is made hereunder.

10.2. Limited Permission. Customer grants Peraton, its Affiliates, subcontractors, and any subprocessors a worldwide, royalty-free, transferable, sublicensable, irrevocable right and license to use, host, store, reproduce, modify, transmit, display, perform, adapt, and otherwise process Customer Content and Inputs as necessary or useful to provide, operate, maintain, secure, and support the Services, and to comply with applicable law, regulation, or governmental request.

10.3. Feedback. If Customer provides suggestions, comments, or other feedback to Peraton with respect to the Services ("Feedback"), Customer grants Peraton the unlimited, irrevocable, and worldwide right to use and exploit Feedback without restriction or compensation.

11. Publicity. Customer shall not issue any press release or make any public announcement, disclosure, or other publicity relating to this Agreement or the relationship between the Parties without Peraton's prior written consent. Peraton may identify Customer as a customer of the Services and use Customer's name and logo in its customer lists, websites, and marketing materials, unless Customer provides written notice requesting otherwise. Notwithstanding the foregoing, Peraton may disclose the existence or terms of this Agreement as required by law, regulation, or legal process, or in connection with regulatory or governmental filings or proceedings.

12. Term and Termination.

12.1. Agreement Term. The Agreement will remain in effect for the Term.

12.2. Termination. Either Party may immediately terminate this Agreement or any Service Order, upon written notice if the other Party: (a) materially breaches this

Agreement or any such Service Order and fails to cure the breach within thirty (30) calendar days after receipt of written notice; or (b) ceases its business operations or becomes subject to insolvency proceedings. Termination of a Service Order does not terminate this Agreement.

Termination of this Agreement does, however, terminate all outstanding Service Orders. Each Party has the right to terminate this Agreement upon no less than thirty (30) calendar days' prior written notice to the other Party for any reason, if at such time there are no outstanding Service Orders then currently in effect.

12.3. Effects of Termination. Upon any termination or expiration of this Agreement, (a) Peraton shall no longer provide the Services to Customer and Customer shall promptly cease and cause its End Users to promptly cease using the Services; (b) any rights granted by Peraton to Customer will cease immediately; and (c) Peraton will delete all Customer Content and Input from its systems within thirty (30) calendar days, unless: (i) Peraton is legally required to retain it; or (ii) Customer has agreed otherwise in writing.

Termination or expiration will not affect any rights or obligations, including the payment of Fees due, which have accrued under this Agreement up to the date of termination. Peraton may retain Abusive Customer Content, or, if Customer's access to the Services is suspended via Section 9 or terminated via Section 12, share information related to Abusive Customer Content, as required by law, or as reasonably necessary to protect the Services or any third party from harm.

12.4. Survival. The following provisions will survive termination or expiration of the Agreement: 7.2 (Payment), 8 (Confidentiality), 10 (IP Rights), 12.3 (Effects of Termination), 12.4 (Survival), 13 (Warranties; Disclaimers), 14 (Indemnification), 15 (Limitation of Liability), 16 (Miscellaneous).

13. Warranties; Disclaimer.

13.1. Warranties. Peraton warrants to Customer that the Services will operate in substantial conformity with the Documentation during the Term. The warranties in this Section 13.1 do not apply to: (a) the extent the issue or non-conformity is caused by Customer's use of the Services in violation of this Agreement, or (b) Third-Party Services, Third-Party Software, or Open-Source Software. Customer's sole and exclusive remedy for Peraton's breach of this warranty will be the correction of the deficient Services that caused the breach of the warranty, or, if Peraton cannot substantially correct the deficiency in a commercially reasonable manner, Customer may terminate this Agreement or applicable Service Order in accordance with Section 12.

13.2. Disclaimer. SUBJECT TO SECTION 13.1, THE SERVICES ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, PERATON AND ITS

AFFILIATES AND LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. PERATON MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT CUSTOMER CONTENT WILL BE ACCURATE, THAT DEFECTS WILL BE CORRECTED, OR REGARDING ANY THIRD-PARTY SERVICES. PERATON WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY CUSTOMER CONTENT, THIRD-PARTY SERVICES, THIRD-PARTY CONTENT, OR NON-PERATON SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS).

14. Indemnification. Customer shall indemnify, defend, and hold harmless Peraton, its Affiliates, and their respective officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Customer Content, Input or Output, including any allegation that such materials infringe, misappropriate, or violate any intellectual property, privacy, publicity, or other rights of any third party, or violate any applicable law; (b) Customer's or any End User's use of the Services in violation of this Agreement, applicable law, or third-party rights; (c) Customer's breach of its representations, warranties, or obligations under this Agreement; (d) Customer's inclusion of Prohibited Data in the Services; or (e) any security incident, data breach, or unauthorized disclosure of data arising from Customer's acts, omissions, or use of the Services in violation of this Agreement. Customer shall notify Peraton in writing of any claim promptly upon learning of or receiving the same. Peraton shall have the right to participate in the defense of any claim with its own counsel at its own expense. Customer shall not settle any claim without Peraton's prior written consent unless the settlement provides a full release of all claims against the Indemnified Parties and imposes no admission of liability or ongoing obligation on Peraton.

14.1. Mitigation. If Peraton reasonably believes that all or any portion of the Services is likely to become the subject of an infringement Claim, Peraton, in its sole discretion, may: (a) obtain, at Peraton's expense, the right for Customer to continue using the Services in accordance with this

Agreement; (b) replace or modify the allegedly infringing Service; or terminate this Agreement upon written notice to Customer and refund any prepaid Fees for unused Services. Customer will promptly comply with all reasonable instructions provided by Peraton with respect to the above, including any instructions to replace, modify, or cease use of the Services.

15. Limitation of Liability. To the maximum extent permitted by law, Peraton, its Affiliates, and their respective officers, directors, employees, agents, and contractors shall have no liability to Customer for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits, revenue, business, goodwill, data, or anticipated savings, even if advised of the possibility of such damages. Except as set forth in this Section 15, Peraton's total aggregate liability to Customer arising out of or related to this Agreement shall not exceed the amounts actually paid by Customer to Peraton under the applicable Service Order giving rise to the claim. The limitations set forth in this Section 15 shall not apply to: (a) a breach of confidentiality under Section 8, or (b) claims arising from willful misconduct, gross negligence, or fraud.

16. Miscellaneous.

16.1. Entire Agreement. This Agreement is the entire agreement between Customer and Peraton with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings regarding its subject matter, whether written or oral.

16.2. Conflicting Terms. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order, the: (a) applicable Service Order; (b) this Agreement; and (c) Documentation.

16.3. Governing Law. If Customer is an agency, department, or other entity of the United States Government, this Agreement shall be interpreted and construed, its performance and any dispute arising hereunder shall be governed, in all respects by the substantive and procedural Federal laws and judicial decisions of the United States venue and jurisdiction for any dispute are determined by the applicable federal statute (e.g., Contract disputes Act) or by the Federal Acquisition Regulation. If Customer is not an agency, department, or other entity of the United States Government, this Agreement and any matter arising out of or related to this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions; venue and jurisdiction for any suit between the Parties arising out of or connected with this Agreement shall be in Fairfax County, Virginia; Customer consents to personal jurisdiction in the Commonwealth of Virginia; and, Customer hereby waives its right to trial by jury.

16.4. Severability. If any provision of this Agreement is

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found to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, and, if needed, the Parties or a court of competent jurisdiction shall substitute provisions having like economic effect and intent.

16.5. Notices. Any notice required under this Agreement shall be in writing and sent via email, certified mail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable Account email address and are deemed given when sent. Notices to Peraton must be sent to the Service Order representative, IRIS Service Desk irishelpdesk@peraton.com, with a copy to: Peraton Inc., 12975 Worldgate Drive, Suite 7322, Herndon, VA 20170.

16.6. Waiver. Performance of any obligation required by a Party hereunder is waived only by a written waiver signed by an authorized representative of the other Party, which waiver is effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement does not constitute a waiver or forfeiture of such rights. One waiver does not imply any future waiver.

16.7. Assignment. Customer may not assign this Agreement, or any rights or obligations under this Agreement, without first obtaining the express written prior consent of Peraton. However, either Party may assign this Agreement to a successor to substantially all the respective party's assets or business, provided the assigning party provides at least thirty (30) calendar days prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns. Any attempted assignment by Customer in violation of this Section 16.7 will be null and void.

16.8. No Agency. Peraton and Customer are independent contractors; not legal partners or agents.

16.9. Force Majeure. Neither Party will be liable, or be considered to be in breach or default, for any delay or failure to perform any obligation under this Agreement, except for a failure to pay Fees, due to events beyond such Party's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or electrical or power outages.

16.10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement, and it is Customer and Peraton's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

16.11. Trade Controls. Customer

acknowledges that the Services, software, technology, and all related technical data (collectively, "Technology") may be subject to export control and trade laws and regulations of the United States and other jurisdictions, including, without limitation, the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). Customer shall not, and shall not permit any third party to, directly or indirectly, access, use, export, re-export, release, transfer, or otherwise disclose any Technology or related materials in violation of Export Laws, including to any prohibited destination, entity, or individual. Customer represents and warrants that (a) it is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to U.S. trade sanctions, (b) it is not a party identified on, and is not owned or controlled by any party identified on, any U.S. government restricted party list (including the BIS Denied Persons List, Entity List, Unverified List, or OFAC's Specially Designated Nationals and Blocked Persons List), and (c) it will not use the Services to process, store, or transmit any export-controlled information (including data or technology subject to the EAR or ITAR), Controlled Unclassified Information ("CUI"), or other restricted or regulated data, unless expressly agreed to in writing by Peraton. Peraton may suspend or terminate Customer's access to the Services immediately, without liability, if Peraton reasonably believes that Customer has violated or may violate this Section. Customer shall indemnify, defend, and hold harmless Peraton from and against any claims, fines, penalties, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to Customer's breach of this Section.

16.12 Updates. (a) Peraton may update this Agreement, or Documentation, by providing Customer with commercially reasonable notice, including by posting the update at

<https://www.peraton.com/capabilities/cyber/iris>. If Peraton determines in its sole judgment that an update materially impacts Customer's rights or obligations, Peraton will provide Customer at least thirty (30) calendar days' notice before the update is effective, unless the update is necessary for Peraton IRIS to comply with applicable law, in which case Peraton will provide Customer with as much notice as reasonably possible. Customer's continued use of, or access to, the Services after an update constitutes acceptance of the update. (b) **Exceptions.** Except for an update to comply with applicable law, updates to this Agreement or the Documentation will not apply to: (i) Disputes between Customer and Peraton arising prior to the effective date of the update; or (ii) Service Orders signed by Customer and Peraton. However, to the extent an update relates to

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a Service or feature launched after an Service Order is signed it will be effective upon Customer's first use of that Service or feature.

16.13 Government Entity Rights. If Customer is an agency, department, or other entity of the United State Government ("Government Customer"), the Services, including Peraton IRIS, provided hereunder are "Commercial Items" as defined by Federal Acquisition Regulation (FAR) 2.101, consisting of "Commercial Computer Software" as defined in FAR 2.101 and as the term is used in FAR 12.212 and Defense FAR Supplement (DFARS) DFARS 227.7202; and the Documentation is "Commercial Computer Software Documentation" as defined in FAR 2.101 and as the term is used in FAR 12.212 and DFARS 227.7202. For civilian agency procurements under a U.S. General Services Administration (GSA) contract, Peraton acknowledges that this Agreement may be subject to the General Services Administration Acquisition Manual (GSAM) Commercial Supplier Agreements clause (GSAM 552.232-78) and that in the event of a conflict between this Agreement and applicable federal law or regulation, federal law or regulation shall control. No other regulation or data rights clause applies to the delivery of the Services to the United States Government. This Agreement shall be deemed incorporated into the applicable contract between Peraton and the United States Government Customer.

16.14 Interpretation. The headings to the Sections of this Agreement are for ease of reference only and do not affect the interpretation or construction of this Agreement. The term "including" and similar terms are to be construed without limitation.

Exhibit A. IRIS TERMS OF USE

Your use of the IRIS AI product provided to you by Peraton, Inc. ("Peraton"), and the site on which it is presented (the "Site") is governed by these terms of use (the "Terms"), which includes the Site Policy on Limitations of Use (the "Policy"). By accessing and interacting with the Site, you agree to be bound by these Terms and, as applicable, the Policy. You should read these Terms and the Policy carefully prior to using the Site. Peraton may modify these Terms and/or the Policy at any time, and any such modification(s) will become effective immediately upon Peraton posting the modified Terms or Policy to the Site. Peraton encourages you to visit the Terms and Policy pages periodically to check for updates.

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Your Conduct on the Site. Excepting instances when Customer's use of the Services is exclusively within Customer's on-premises environment, in which case Customer may submit, post, introduce, distribute, upload, or transmit to or through the Site material covered by provisions (b), (c), and (f) below, You agree that you shall not otherwise submit, post, introduce, distribute, upload, or transmit to or through the Site, including, but not limited to, through queries or report generation: (a) material that is illegal, indecent, obscene, libelous, defamatory, disparaging, false or misleading; (b) material that is subject to export restrictions; (c) material which is designated as classified or controlled unclassified information (CUI); (d) unsolicited advertising, promotional material, or other forms of solicitation; (e) material that would infringe or violate the intellectual property, privacy or other rights of third parties; (f) material which constitutes personally identifiable information or protected health information; (g) any virus, worm, Trojan horse or other malicious, disabling or destructive code, or (h) a signature, avatar, screen name or other identifier that impersonates another person or otherwise misleads as to the source of a Submission or posting. You further agree that you shall not engage in any activity on or in connection with the Site (i) meant to compromise or circumvent Site security, including by way of example and not limitation, the use of any forged TCP/IP headers or header components, or to derive passwords of third parties in an attempt to gain unauthorized access to the Site or Peraton's systems or data, (ii) that introduces any code or device meant to scrape or otherwise collect Site Content or related Site information, or monitor Site use, or (iii) that unduly stresses the Site, including by way of example and not limitation, mass downloading of Site Content or engaging in or facilitating denial of service attacks on the Site. Any breach of these provisions by you, or any other unauthorized or prohibited use of the Site or Site Content may subject you to civil liability or criminal prosecution under applicable laws.

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Choice of Law. These Terms are subject to and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions. By using the Site, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions, and agree that any dispute, legal action or proceeding between you and Peraton that concerns or relates in any way to your access and use of the Site, Site Content, Submissions, postings or other material or any information available via the Site shall be brought exclusively in federal or state court, as applicable, in the Commonwealth of Virginia. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Peraton will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity.

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Export Restrictions. The software is subject to United States export laws and regulations. You must comply with all applicable export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

Contacting Peraton. Any questions, claims or issued related to the Site, the Site Content, Submissions or your use of the foregoing should be addressed to <https://www peraton com/capabilities/cyber/iris>.

Exhibit B. IRIS Data Processing Addendum (DPA)

1. Purpose and Scope. This DPA supplements the Peraton IRIS Services Agreement and applies to the extent Peraton acts a Processor to the Customer as a Controller, in relation to the Processing by Peraton of Customer Data. Hosting operations primarily occur in AWS US-East (Virginia), ensuring compliance with regulatory frameworks such as the General Data Protection regulation (GDPR), the California Consumer Privacy Act (CCPA), and other relevant laws.

2. Definitions.

“Controller” means Customer, determining the purposes and means of processing Customer Data.

“Processor” means Peraton, processing Customer Data exclusively per Customer instructions.

“Customer Data” means Personal Data contained in Customer data or materials, excluding aggregated or anonymized data, that Peraton processes under the Agreement solely on behalf of Customer.

“Personal Data” means information about an identified or identifiable natural person, or to which otherwise constitutes “personal data,” “personal information,” personally identifiable information” or similar terms as defined in applicable data protection or privacy law.

“Subprocessor(s)” means third parties engaged by Peraton to process Customer Data under this DPA.

“Approved Transfer Mechanisms” means the EU Standard Contractual Clauses (SCCs), the UK Addendum, and other lawful mechanisms for international transfers.

All capitalized terms used in this DPA shall have the meaning given to them in Section 2 of this DPA or Section 1 of the Peraton IRIS Services Agreement.

3. Subprocessor Management.

Approved Subprocessors:

- Peraton engages Subprocessors to help meet its obligations under the DPA. Customers consent to the use of Subprocessors, provided they are notified appropriately.

- Peraton IRIS leverages AWS infrastructure in US-East (Virginia) for hosting.

- Subprocessors engaged by Peraton must meet industry-standard security, accountability, and confidentiality requirements.

- Notification of Subprocessor Changes:

- Peraton will provide notice to Customer of

any change to Subprocessors, including the use of a new Subprocessor, at least thirty (30) calendar days in advance of the change (the “Notification Period”).

- Customers may object in writing during the Notification Period, citing reasonable grounds related to Customer Data protection.

Objection Handling.

- If a Customer objects to a Subprocessor change, Peraton will work with the Customer to resolve concerns through options such as:

- Offering an alternative without the use of the Subprocessor.
 - Ceasing provision of features dependent on the Subprocessor.

- If resolution is not commercially feasible, either Party may terminate affected Services with pre-paid Fees refunded for unused terms.

Accountability.

- Subprocessors are contractually obligated to maintain comparable levels of data protection and information security.
- Peraton retains full liability for acts or omissions of Subprocessors, ensuring their compliance with this DPA and applicable data protection laws.

Third-Party Agreements.

- Peraton ensures Subprocessors sign contracts agreeing to reasonable safeguards for Customer Data protection.

4. International Data Transfers.

- Compliance:

- Transfers to non-EEA regions, including US-East, comply with EU SCCs or UK Addendum frameworks.

- Approved Mechanisms:

- Use of EU SCCs under Module 2 (Controller to Processor) and Module 3 (Processor to Subprocessor) applies.
 - Transfers from the UK adhere to the UK Addendum—information required for these mechanisms will be detailed in the attached Exhibits.

- Transparency:

- Subprocessor lists and data processing flows will be made available for audit purposes upon Customer request.

5. Security Measures.

Peraton IRIS ensures robust technical and

organizational safeguards, including:

- Access Controls:

- Role-Based Access Control (RBAC), governed by Peraton policies.
- Multi-factor authentication (MFA) for all user accounts.
- Periodic audits to ensure least privilege principles are followed.

- Encryption:

- Data at rest is encrypted using AES-256.
- Data in transit is secured with TLS 1.2+ protocols.

- Monitoring and Logging:

- Operational monitoring using AWS CloudTrail, AWS GuardDuty, and S3 Object-Level Logging.
- Real-time alerts for unauthorized access attempts or anomalies.

- Incident Response:

- Peraton IRIS will provide an incident report, including mitigation steps and impacts to Customer Data.

6. Audit Rights.

Customers may request:

- Information demonstrating adherence to this DPA.

- Audits (no more than once per year) with reasonable notice and minimal disruption.

7. Data Retention and Deletion.

- Retention Period:

- Customer Data is retained for thirty (30) calendar days after termination or expiration of the Agreement to allow retrieval unless, otherwise defined by law.

- Deletion:

- Following the Retention Period, Peraton will delete Customer Data from its systems and ensure Subprocessors delete Customer Data within the same timeframe.

8. Obligations of the Controller.

The Customer agrees to:

- Transfer Customer Data using secure mechanisms and avoid submission of Prohibited Data (e.g., sensitive or regulated data outside the agreed scope).
- Maintain consents and lawful basis for processing shared data.

- Configure IRIS features responsibly, adhering to Peraton security recommendations.

- Be responsible for determining whether the Services are appropriate for the processing of Customer Data under applicable data protection and privacy laws.