

Cerberus AI, Inc.
Terms of Service

Last updated: June 16, 2026

PLEASE READ THESE ENTERPRISE TERMS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY CERBERUS AI INC. ("CERBERUS"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH CERBERUS WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA CERBERUS'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY CERBERUS SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. SERVICES.

- a. Order Forms; Access to the Service. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Cerberus grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Cerberus product(s) and/or service(s) specified in such Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Cerberus's applicable official user documentation for such Service (the "Documentation").
- b. Implementation. Upon payment of any applicable fees set forth in each Order Form, Cerberus agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If Cerberus provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Cerberus otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Cerberus at its then-current hourly rates for consultation.
- c. Support; Service Levels. Subject to Customer's payment of all applicable fees, Cerberus will provide support, maintenance, and uptime for each Service in accordance with Cerberus's then-current standard support and availability policies for the Service.
- d. Service Updates. From time to time, Cerberus may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Cerberus shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Cerberus may make improvements and modifications to the Services at any time in its sole discretion; provided that Cerberus shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.
- e. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Cerberus product or service; (vii)

interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Cerberus may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

2. OWNERSHIP; FEEDBACK.

- a. Cerberus Intellectual Property. As between the parties, Cerberus retains all right, title, and interest in and to the Services, and all software, products, works, , artificial intelligence or machine learning models ("**AI Technologies**"), and other intellectual property and moral rights related thereto or created, used, or provided by Cerberus for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.
- b. Feedback. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Cerberus with respect to the Service ("**Feedback**"). Cerberus acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to Cerberus a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Cerberus's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.
- c. Aggregated Anonymous Data. Customer acknowledges and agrees that Cerberus may freely use, retain and make available Aggregated De-Identified Data (as defined below) for Cerberus's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Cerberus's products and services). "**Aggregated De-Identified Data**" means data submitted to, collected by, or generated by Cerberus in connection with Customer's use of the Service, including Inputs and Outputs, but only in aggregate, de-identified form which can in no way be linked specifically to Customer.
- d. Usage Data. Cerberus may collect, retain and use during and after the term of this Agreement, usage data that is derived from the operation of the Service, including patterns identified through the use of the Service and data regarding the performance of the Service ("**Usage Data**"), which such Usage Data will not contain Customer Data (as defined below). Cerberus is free to use Usage Data for any lawful purpose, including to develop and improve the Services, including Cerberus's AI Technologies.

3. CUSTOMER DATA.

- a. Customer Data. For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Cerberus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Cerberus as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy).
- b. Data Protection. Cerberus shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Cerberus is not responsible to Customer for any loss, destruction, or alteration of, or unauthorized access to Customer Data or the unauthorized use of the Service except to the extent due to Cerberus's gross negligence or willful misconduct. Customer is responsible for the

use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. In the event and to the extent that Customer is a controller or processor of Personal Data (as defined in the Addendum) that is subject to certain Privacy Laws (as defined in the Addendum), the United States Privacy Law Addendum attached as Exhibit A (the “**Addendum**”) is hereby included and incorporated into this Agreement. To the extent that the Customer Data includes any personal information, (i) Cerberus will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Cerberus agrees not to sell such personal data, to retain, use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or disclose such personal data outside of the scope of this Agreement. Cerberus understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Cerberus may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated De-Identified Data, and (ii) freely use, retain and make available Aggregated De-Identified Data for Cerberus’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Cerberus’s products and services).

4. CUSTOMER RESPONSIBILITIES.

- a. Customer is responsible for all of Customer’s activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.
- b. Vendor Integrations. Customer acknowledges and agrees that (i) the Service may integrate with, connect to, or otherwise use platforms, products or services operated or provided by third parties (e.g., other vendors of Customer) (“**Vendor Integrations**”), including via use of application programming interfaces (APIs) provided by such Vendor Integrations, (ii) the availability and operation of the Service or certain portions thereof may be dependent on Cerberus’s ability to access such Vendor Integrations, and (iii) Customer’s failure to provide adequate access or any retraction of permissions relating to such Vendor Integrations may result in a suspension or interruption of the Service. Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Vendor Integrations that it integrates with the Service, and Customer shall indemnify, defend and hold harmless the Cerberus for all claims, damages and liabilities arising out of Customer’s use of any Vendor Integrations in connection with or through the Service. Customer is solely responsible for procuring any and all rights necessary for it to access Vendor Integrations (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party’s terms and conditions. Cerberus cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Vendor Integrations and does not make any representations or warranties with respect to Vendor Integrations.

5. **CONFIDENTIAL INFORMATION.** From time to time during the Term (as defined below), either party may disclose or make available to the other party nonpublic information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, “**Confidential Information**”). For the avoidance of doubt, Cerberus’s Confidential Information includes without limitation

the Services and any product roadmap information. Confidential Information does not include information that, at the time of disclosure is: (a) generally available to the public; (b) known to the receiving party at the time of disclosure without restriction; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without access to or use of the Confidential Information. As the receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to any person or entity, except to the receiving party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and (b) only use Confidential Information to fulfill its obligations and exercise its rights under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party will promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date such Confidential Information is first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. **FEES; PAYMENT.** Customer shall pay Cerberus fees as set forth in each Order Form ("**Fees**"). Unless otherwise specified herein or in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with the Service (excluding taxes based on Cerberus's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) Cerberus shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Cerberus's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the section entitled "Term; Termination", below), such renewal shall include the additional fees for such excess users and usage.

7. **TERM; TERMINATION.** This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "**Order Form Initial Term**"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "**Order Form Renewal Term**") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Cerberus may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Cerberus's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Cerberus shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Cerberus shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Cerberus shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue

within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any services provided by Cerberus to Customer, including any assistance in exporting the Customer Data, shall be billable at Cerberus's standard rates then in effect.

8. **INDEMNIFICATION.** Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and each of their respective employees, contractors, directors, suppliers and representatives (collectively, the "**Indemnitee**") from all losses, liabilities, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim by such third party that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of Cerberus as Indemnitor), infringes, violates, or misappropriates any intellectual property or proprietary right of such third party; provided that the Indemnitee provides the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Cerberus do not apply (A) with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (1) not created or provided by Cerberus (including without limitation any Customer Data), (2) made in whole or in part in accordance to Customer specifications, (3) modified after delivery by Cerberus, (4) combined with other products, processes or materials not provided by Cerberus (where the alleged Losses arise from or relate to such combination), (B) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (C) to the extent Losses arise from Customer's breach of this Agreement.

9. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES OPERATE ON AI TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, THIRD PARTY ARTIFICIAL INTELLIGENCE-POWERED TOOLS ("**THIRD PARTY AI TECHNOLOGIES**")) AND CERBERUS DOES NOT TEST, VERIFY, ENDORSE OR GUARANTEE TO BE ACCURATE, COMPLETE OR CURRENT ANY SUCH SERVICES OR ANY RESULTS OF THE SERVICES. CERBERUS DOES NOT CONTROL OR INFLUENCE THE TRAINING OR HOSTING OF ANY SUCH THIRD PARTY AI TECHNOLOGIES. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL RESULTS FROM THE SERVICES AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. RESULTS FROM THE SERVICES MAY NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE OR INFORMATION. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT FOR THE SERVICES APPLY TO ANY SERVICES WHICH OPERATE ON, OR RESULT FROM, CERBERUS'S AI TECHNOLOGIES OR THIRD PARTY AI TECHNOLOGIES. DUE TO THE NATURE OF ARTIFICIAL INTELLIGENCE-POWERED COMPONENTS OF THE SERVICES MAY BE SIMILAR TO RESULTS GENERATED THROUGH ANOTHER USER'S USE OF THE SERVICES, OR THAT THE SAME END USER DATA MAY RESULT IN DIFFERENT RESULTS FROM ONE USE TO THE NEXT.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF THE SECTION ENTITLED "RESTRICTIONS", IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO CERBERUS HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

11. **MISCELLANEOUS.** This Agreement (including all Order Forms) represents the entire agreement between Customer and Cerberus with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Cerberus with respect thereto. In the event of any conflict between these Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in New Castle County, Delaware. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Cerberus may utilize subcontractors in the performance of its obligations hereunder. Customer agrees that Cerberus may use Customer's name and logo to refer to Customer as a customer of Cerberus on its website and in marketing materials. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

Exhibit A

United States Privacy Law Addendum

This United States Privacy Law Addendum (the “Addendum”) supplements the Enterprise Terms (the “Agreement”) entered into by and between the customer (“Customer”) and Cerberus AI, Inc. (“Company”) (and, together, the “Parties”). This Addendum includes the terms of the Agreement. Any capitalized terms that are used but not defined herein shall have the definitions set forth in the Agreement. Where there is a conflict between the Agreement and this Addendum, this Addendum will control.

1. Definitions.

1.1 “Authorized Subprocessor” means a third-party party entity engaged by Company to process Personal Data in order to provide the Services and that has been approved by Customer in accordance with Section 6.

1.2 “Company Account Data” means personal data that relates to Company’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account.

1.3 “Company Usage Data” means Service usage data collected and processed by Company in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and similar data.

1.4 “Consumer” means a natural person whose Personal Data is protected by Privacy Laws.

1.5 “Consumer Request” means a request from a Consumer to exercise their rights over Personal data afforded pursuant to Privacy Laws.

1.6 “Controller” means the natural or legal person that, alone or jointly with others, determines the purpose and means of processing Personal Data. “Controller” includes the term “Business” or equivalent term under Privacy laws.

1.7 “Personal Data” means any information provided to Company by or on behalf of Customer in connection with the Services that relates to an identified or identifiable Consumer and constitutes “personal data,” “personal information,” or equivalent term under Privacy Laws.

1.8 “Privacy Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data. Privacy Laws includes but are not limited to, U.S. state comprehensive privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the “CCPA”), in each case as updated, amended or replaced from time to time. The terms “affiliates,” “business purpose,” “Controller,” “Personal Data Breach,” “Processor,” “process” or “processing,” “sell,” or “share,” shall have the meaning set forth for that or any equivalent term under Privacy Laws. For the avoidance of doubt, the terms “Controller” and “Processor” include “Business” and “Service Provider,” respectively, as defined in the CCPA.

2. Description of Processing.

2.1 Nature and Purpose of Processing: Except with respect to Company Account Data and Company Usage Data, Company shall process Personal Data provided by Customer under the Agreement as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this Addendum, and in accordance with Customer’s instructions as set forth in this Addendum. Such purposes shall include providing API and MCP observability, including monitoring API requests, usage patterns, and behavioral signals to identify anomalies, misuse, and potential security risks.

2.2 Duration of Processing: Company shall process Personal Data provided by Customer as long as required (i) to provide the Services to Customer under the Agreement, or (ii) by applicable law or regulation.

2.3 Categories of Consumers: Company may process Personal Data relating to the following categories of Consumers: Customer end-users and Customer employees.

2.4 **Categories of Personal Data:** Company may process the following categories of Personal Data: User identifiers (e.g., usernames, account IDs), IP addresses, device identifiers, session metadata, API request metadata, and any other data transmitted through API or MCP interactions as part of normal service operation.

3. **Customer's Obligations.** Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Privacy Laws. Customer shall ensure that the processing of Personal Data in accordance with Customer's instructions will not cause Company to be in breach of the Privacy Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Company by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Company regarding the processing of such Personal Data. Customer shall not provide or make available to Company any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Company from all claims and losses in connection therewith.

4. **Use of Personal Data.** Company shall not: (i) sell or share Personal Data; (ii) retain, use, or disclose Personal Data outside of Company's direct business relationship with Customer or for any purpose other than to perform the Services and other obligations under the Agreement, which constitutes a business purpose under the Privacy Laws, except as otherwise permitted in Agreement or by Privacy Laws; and (iii) combine Personal Data received from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party or person, except as necessary to provide the Services or as otherwise instructed by Customer.

5. **Audit.** To the extent required by applicable Privacy Laws, and upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Company shall either (i) make available for Customer's review copies of certifications or reports demonstrating Company's compliance with prevailing data security standards applicable to the processing of Personal Data provided by Customer under the Agreement, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under the applicable Privacy Laws, allow Customer or Customer's independent third party representative to conduct an audit or assessment of Company's policies and technical and organizational measures using an appropriate and accepted control standard or framework and assessment procedure for such assessments, that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Company's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Company for any time expended for on-site audits. To the extent permitted under Privacy Laws, if Customer determines that Company is processing Personal Data in an unauthorized manner, Customer may, taking into account nature of Company's processing and the nature of the Personal Data processed by Company on behalf of Customer, and upon providing prior written notice, take commercially reasonable and appropriate steps to stop and remediate such unauthorized processing.

6. **Authorized Subprocessors.**

A list of Company's current Authorized Subprocessors (the "List") will be made available to Customer, either attached hereto (See, Exhibit B), at a link provided to Customer, via email or through another means made available to Customer. Such List may be updated by Company from time to time. Company may provide a mechanism to subscribe to notifications of new subprocessors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Subprocessors to access or participate in the processing of Personal Data, Company will add such third party to the List and notify Customer via email. Customer may object to such an engagement by informing Company within ten (10) days of receipt of the aforementioned notice to Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. If Customer does not object during this period, that third party will be deemed an Authorized Subprocessor. Customer acknowledges that certain subprocessors are essential to providing the Services and that objecting to the use of a subprocessor may prevent Company from offering the Services to Customer.

6.1 If Customer reasonably objects to an engagement in accordance with Section 0, and Company cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use

of the affected Service by providing written notice to Company. Discontinuation shall not relieve Customer of any fees owed to Company under the Agreement.

6.2 Company will enter into a written agreement with the Authorized Subprocessor imposing on the Authorized Subprocessor data protection obligations comparable to those imposed on Company under this Addendum with respect to the protection of Personal Data. In case an Authorized Subprocessor fails to fulfill its data protection obligations under such written agreement with Company, Company will remain liable to Customer for the performance of the Authorized Subprocessor's obligations under such agreement.

7. Confidentiality and Security of Personal Data.

7.1 Company shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Company's confidentiality obligations in the Agreement. Customer agrees that Company may disclose Personal Data to its advisers, auditors or other third parties as reasonably required in connection with the performance of its obligations under this Addendum, the Agreement, or the provision of Services to Customer.

7.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data.

8. Personal Data Breach.

8.1 In the event of a Personal Data Breach, Company shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Company in its sole discretion deems necessary and reasonable to remediate such Personal Data Breach, to the extent that remediation is within Company's reasonable control.

8.2 In the event of a Personal Data Breach, Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under Privacy Laws with respect to notifying (i) the relevant regulatory agency and (ii) Consumers affected by such Personal Data Breach without undue delay.

8.3 The obligations described in Sections 8.1 and 8.2 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Company's obligation to report or respond to a Personal Data Breach under Sections 8.1 and 8.2 will not be construed as an acknowledgement by Company of any fault or liability with respect to the Personal Data Breach.

9.Data Protection Assessments. Taking into account the nature of Company's processing and the information available to Company, Company shall reasonably cooperate with Customer to conduct any data protection or privacy impact assessments as required by Privacy Laws, including by providing Customer with information and documents necessary for such assessments that Customer cannot otherwise obtain without Company's assistance. Notwithstanding the foregoing, Customer and Company each remain responsible only for the measures respectively allocated to them under Privacy Laws pertaining to any such assessment.

10. Consumer Request. Company shall, to the extent permitted by Privacy Laws, notify Customer upon receipt of a Consumer Request. If Company receives a Consumer Request in relation to Personal Data, Company will advise the Consumer to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Consumer Requests communicated to Company, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Consumer.

11. Return or Destruction of Personal Data. Upon the termination or expiration of the Agreement, at Customer's choice, Company shall return or delete Personal Data, unless further storage of such Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Company shall take measures to block such Personal Data from any further processing (except to the extent necessary for its

continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control.

12. Company's Role as a Controller. The parties acknowledge and agree that with respect to Company Account Data and Company Usage Data, Company is an independent controller, not a joint controller with Customer. Company will process Company Account Data and Company Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Company's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Company is subject; and (vi) as otherwise permitted under Privacy Laws and in accordance with this DPA and the Agreement. Company may also process Company Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Privacy Laws. Any processing by Company as a controller shall be in accordance with Company's privacy policy.

Exhibit B

Name of Authorized Subprocessor	Address	Contact Person Name, position, contact information	Description of processing	Country in which subprocessing will take place
Amazon Web Services (AWS)	Seattle, WA	aws.amazon.com	Cloud hosting and data storage	USA
Google Cloud Platform (GCP)	Mountain View, CA	cloud.google.com	Cloud infrastructure and compute	USA
OpenAI, L.L.C	San Francisco, CA	openai.com	AI model inference and analysis of API metadata and behavioral signals	USA
Anthropic, PBC	San Francisco, CA	anthropic.com	AI model inference and analysis of API metadata and behavioral signals	USA