SOVA SYSTEMS, LLC

Evaluation Agreement

6826 Millbrook St, San Diego, CA 92120 · PO Box 600063, San Diego, CA 92160

Version 2.1 · Effective upon acceptance

CUSTOMER IS RESPONSIBLE FOR READING THE TERMS OF THIS EVALUATION AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE CLICKING "ACCEPT" (IF APPLICABLE) OR OTHERWISE ACCEPTING THE TERMS OF THIS AGREEMENT, AND BEFORE ACCESSING OR USING THE SOFTWARE. BY CLICKING "ACCEPT" (OR SIMILAR) AND/OR ACCESSING OR USING THE SOFTWARE, THE INDIVIDUAL ACCEPTING THIS AGREEMENT CONFIRMS THAT THEY HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER TO THESE TERMS. THIS IS A LEGALLY BINDING CONTRACT. IF YOU REQUIRE LEGAL ADVICE REGARDING THIS AGREEMENT, PLEASE CONSULT QUALIFIED LEGAL COUNSEL BEFORE ACCEPTING.

BY REGISTERING FOR THIS EVALUATION, CUSTOMER ALSO GRANTS SOVA PERMISSION TO CONTACT CUSTOMER WITH INFORMATION CONCERNING SOVA'S PRODUCTS AND SERVICES AND TO SEND MARKETING COMMUNICATIONS (INCLUDING EMAILS). CUSTOMER MAY UNSUBSCRIBE AT ANY TIME BY FOLLOWING THE UNSUBSCRIBE PROCEDURES IN SOVA'S EMAILS. ALL OTHER INTERACTIONS ARE GOVERNED BY SOVA'S THEN-CURRENT PRIVACY POLICY.

This **Evaluation Agreement** (this "**Agreement**") is entered into between **SOVA Systems, LLC**, a California limited liability company with an address at 6826 Millbrook St, San Diego, CA 92120, on behalf of itself and its affiliates (collectively, **"SOVA"** or **"we"**), and the entity identified on the applicable registration or order form (**"Customer"** or **"you"**). SOVA and Customer may each be referred to as a **"Party"** and collectively as the **"Parties."**

This Agreement is effective immediately upon the earlier of: (a) Customer's acceptance hereof; or (b) the date Customer first accesses or uses the Software (the **"Effective Date"**).

KEY TERMS AT A GLANCE

Trial Period	30 days from first access; maximum 60 days from Effective Date
Cost	No charge — evaluation purposes only
Permitted Use	Internal evaluation purposes only; no commercial operations
Prohibited Use	No competitive analysis, benchmarking, or commercial use
Your Data	Customer retains all ownership; SOVA deletes within 30 days of termination
Subprocessors	Listed and maintained at support.sovasystems.com/subprocessors
Breach Notification	SOVA notifies Customer within 72 hours of discovering any data breach
General Liability Cap	$25,000 aggregate; carve-outs for data, IP, and willful misconduct
Excluded Claims Cap	$100,000 aggregate

Governing Law	State of California; exclusive jurisdiction in San Diego County

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1. Definitions

The following terms have the following meanings when used in this Agreement:

"Authorized User" means Customer's employees, consultants, or contractors who are authorized by Customer to use the Software on Customer's behalf, not to exceed the maximum number of users specified by SOVA.

"Customer Content" means all data, information, text, images, and other materials uploaded, submitted, transmitted, or stored by Customer or its Authorized Users through the Software during the Trial Period.

"Customer Data" means the data processed by the Software or otherwise made accessible to SOVA by Customer under this Agreement for the purpose of using the Software during the Trial Period. Customer Data is a subset of Customer Content.

"Documentation" means the end-user manuals, guides, online help files, and other supporting materials that SOVA generally makes available to its customers with the Software, available at https://support.sovasystems.com.

"Feedback" means any comments, suggestions, potential errors, improvements, reports, or ideas about the Software, Services, or other SOVA IP that Customer may provide to SOVA during the Trial Period, specifically regarding the Software's features and functionality.

"Personal Information" means any information relating to an identified or identifiable natural person processed by SOVA on behalf of Customer in connection with providing the Software.

"Services" means installation, implementation, training, or other professional services provided by SOVA to Customer, if mutually agreed upon in writing.

"Software" means the object-code version of SOVA's proprietary application security management software program, including all Documentation, as well as any Updates that SOVA makes available to Customer during the Trial Period.

"Subprocessor" means any third party engaged by SOVA to process Customer Data in connection with providing the Software, including cloud infrastructure providers, support contractors, and operational personnel who are not direct employees of SOVA. The current list of Subprocessors is maintained at https://support.sovasystems.com/subprocessors.

"Trial Period" means the period beginning on the first date Customer accesses or uses the Software and ending thirty (30) days thereafter, but in no event exceeding sixty (60) days from the Effective Date. The Trial Period may be extended only by a written agreement signed by both Parties specifying the duration and terms of such extension. Any extension automatically incorporates all terms of this Agreement unless the written extension agreement expressly supersedes specific provisions.

"Update" means a Software release that SOVA makes generally available to its customers, along with any corresponding changes to Documentation.

2. License and Right to Use

Subject to the terms and conditions of this Agreement, SOVA hereby grants to Customer a non-exclusive, non-transferable, revocable, limited, royalty-free license to permit its Authorized Users to install, execute, and use the Software during the Trial Period solely for Customer's internal evaluation purposes.

The Software may contain open source components ("OSS Components") governed separately by certain open source licenses, as further described at https://support.sovasystems.com/portal/en/kb/articles/open-source-attribution-sova. Customer is responsible for complying with the terms of all applicable open source licenses.

Customer agrees that it will not, and will ensure that its Authorized Users do not:

(i) provide, sublicense, or transfer the Software to any third party other than Authorized Users;

(ii) use the Software for any purpose other than internal evaluation, including any commercial operations;

(iii) modify, adapt, alter, translate, or create derivative works of the Software or any SOVA IP;

(iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law;

(v) use the Software for any competitive analysis, benchmarking, or comparison with competing products without SOVA's prior written consent;

(vi) demonstrate, display, screenshot, screen-record, or otherwise disclose the Software — including its user interface, dashboards, reports, or functionality — to any competitor of SOVA or any vendor of competing products;

(vii) use any information or familiarity with the Software gained through this evaluation to inform the design, development, or marketing of any product or service that competes with any SOVA offering;

(viii) hack or modify any license key, or attempt to circumvent any license registration process SOVA may implement;

(ix) use the Software for unlawful surveillance or in a manner that violates any applicable law; or

(x) export or use the Software in violation of U.S. or other applicable export laws and regulations.

A breach by Customer or any Authorized User of clauses (v), (vi), or (vii) above shall constitute a material breach of this Agreement entitling SOVA to seek injunctive relief without the requirement of posting a bond or proving actual damages, in addition to any other remedies available at law or in equity.

Customer is responsible for all acts and omissions of its Authorized Users in connection with the Software. Any breach of this Agreement by an Authorized User shall be deemed a breach by Customer.

3. Customer Data

Customer retains all right, title, and interest in and to all Customer Data. Customer Data is Customer's Confidential Information.

Customer hereby grants SOVA a non-exclusive, non-transferable, sublicensable (solely as necessary for SOVA and its Subprocessors to perform their obligations under this Agreement) right to access, use, copy, and process Customer Data solely as necessary to provide the Software and Services in accordance with this Agreement. Customer represents and warrants that it has the legal right and authority to grant the foregoing license and to upload and disclose Customer Data as provided herein.

Restriction on AI Model Training.

SOVA shall not use Customer Data or any data derived from Customer's use of the Software to train, fine-tune, or improve any artificial intelligence or machine learning model, whether for SOVA's benefit or the benefit of any third party. SOVA shall ensure, by written contract, that any third-party AI service provider engaged in delivering the Software is contractually prohibited from using Customer Data for model training or improvement. This restriction survives termination of this Agreement.

Performance Data.

Customer acknowledges that the Software may transmit certain electronic information to SOVA regarding usage and performance of the Software ("**Performance Information**"). Customer grants SOVA permission to use Performance Information to assist in providing support to Customer and for internal purposes to improve SOVA's products and services, provided that Performance Information shall not include Customer Data or any personally identifiable information of any individual.

4. Customer Content and Acceptable Use

SOVA is a technology platform provider. SOVA does not review, monitor, moderate, verify, or manage Customer Content. Customer has sole control over what data is uploaded to the Software, and Customer assumes full and exclusive responsibility for all Customer Content.

Lawfulness of Customer Content.

Customer represents, warrants, and covenants that all Customer Content:

(i) is lawful under all applicable federal, state, local, and international laws and regulations, including laws governing privacy, data protection, employment, intellectual property, and export controls;

(ii) does not infringe, misappropriate, or violate any third party's intellectual property rights, privacy rights, or other proprietary rights;

(iii) does not contain child sexual abuse material ("CSAM"), non-consensual intimate images, content that exploits minors, or any other content whose possession or distribution is prohibited by law;

(iv) does not contain content that is defamatory, threatening, harassing, or that constitutes incitement to violence or discrimination in violation of applicable law; and

(v) has been collected and uploaded in compliance with all applicable laws, including any required notices to and consents from individuals whose personal information or images are included.

Prohibited Uploads.

Customer shall not, and shall ensure that its Authorized Users do not, upload, submit, or transmit to the Software:

(i) executable code, scripts, macros, or any software programs, except for standard document and image file types supported by the Documentation;

(ii) files designed to exploit vulnerabilities, overload system resources, or compromise the security or integrity of the Software;

(iii) content containing viruses, malware, ransomware, spyware, Trojan horses, worms, or any other malicious code; or

(iv) Protected Health Information ("PHI") as defined under HIPAA, payment card data, Social Security numbers, or other regulated data categories, unless Customer has received prior written authorization from SOVA and the Parties have executed appropriate data handling addenda.

No SOVA Liability for Customer Content.

SOVA shall have no liability whatsoever for Customer Content, including the accuracy, completeness, legality, reliability, or appropriateness thereof. In the event SOVA becomes aware that Customer Content may violate applicable law or the rights of any third party, SOVA reserves the right to notify Customer and request prompt removal, and — if Customer fails to remove the offending content within forty-eight (48) hours — to suspend Customer's access to the Software until the issue is resolved. Exercise of these rights shall not constitute a breach of this Agreement by SOVA.

5. Data Privacy and Protection

In the event SOVA processes any Personal Information on behalf of Customer, SOVA shall, and shall cause its agents and Subprocessors that process such Personal Information to:

(a) comply with all applicable data protection and privacy laws, including the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA"), the General Data Protection Regulation (EU 2016/679) ("GDPR"), and any other U.S. state or international privacy laws applicable to the processing;

(b) process Personal Information only for the purpose of providing the Software and Services in accordance with this Agreement, and only on Customer's written instructions;

(c) not disclose Personal Information to any third party except as required by this Agreement, with Customer's prior written consent, or pursuant to a lawful court order (with reasonable prior notice to Customer where legally permitted);

(d) promptly notify Customer of any requests for access, deletion, correction, or restriction of Personal Information received from any data subject or regulatory authority;

(e) notify Customer without undue delay, and in any event within seventy-two (72) hours of becoming aware, of any actual or reasonably suspected breach of security involving Personal Information (a "**Breach**"), including: (i) the nature of the Breach and the categories and approximate number of individuals affected; (ii) the likely consequences of the Breach; (iii) measures taken or proposed to address the Breach; and (iv) contact details for SOVA's data protection contact;

(f) cooperate with Customer in responding to data subject requests and in meeting any notification requirements arising from a Breach; and

(g) as between the Parties, treat all Personal Information as Customer's Confidential Information owned by Customer.

Subprocessors.

SOVA maintains a current list of Subprocessors at https://support.sovasystems.com/subprocessors. SOVA may engage new Subprocessors during the Trial Period to support the operation of the Software, provided that SOVA shall: (i) impose contractual obligations on each Subprocessor that are no less protective than those set forth in this Section 5; (ii) remain responsible for each Subprocessor's compliance with such obligations; and (iii) update the public Subprocessor list to reflect any additions. Given the limited duration of the Trial Period, the advance-notice and objection rights customarily applied to Subprocessor changes under SOVA's commercial agreements do not apply during the Trial Period; Customer's remedy for any Subprocessor-related concern during the Trial Period is to terminate this Agreement under Section 13.

Operational Personnel.

Customer acknowledges that SOVA's operational support team includes personnel located outside the United States who assist with platform administration, support ticket triage, and routine system operations (the "Operational Team"). The Operational Team's access to Customer's environment is architecturally limited to operational functions and Customer's organizational contacts, and does not include access to visitor records, incident reports, biometric data, lost-and-found claimant data, persons-of-interest records, tour run data, or other end-user personal information uploaded by Customer to the Software. All Operational Team personnel are bound by written confidentiality obligations consistent with this Agreement and operate under SOVA's documented access-control policies.

SOVA's then-current privacy practices are summarized at https://support.sovasystems.com/portal/en/kb/articles/sova-privacy. The contractual obligations of the Parties with respect to Personal Information are governed solely by this Agreement.

6. Data Security

SOVA shall maintain industry-standard security safeguards designed to protect Customer Data and Personal Information during the Trial Period, including: (i) encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent); (ii) access controls and authentication mechanisms based on least-privilege principles; (iii) network monitoring and intrusion detection systems; (iv) regular vulnerability assessments; and (v) documented incident response procedures.

Without limiting the foregoing, SOVA's access controls enforce the architectural limits on Operational Team access described in Section 5 (Operational Personnel), such that Subprocessors and Operational Team members do not have access to end-user personal information uploaded by Customer to the Software.

SOVA shall use industry-standard tools to actively monitor for any attempted unauthorized access to, or use or disclosure of, Customer Data and shall promptly take all necessary actions upon discovery of any such attempt, including notifying Customer, investigating the cause, and cooperating with Customer on any legally required notifications.

7. Services

Customer is responsible for installing the Software. SOVA is under no obligation to provide any Services under this Agreement unless the Parties otherwise mutually agree in writing. If the Parties agree upon Services to be performed during the Trial Period, SOVA retains all right, title, and interest in and to anything it develops or delivers in connection with performing such Services, including software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how (collectively, **"SOVA Retained Property"**).

SOVA grants to Customer a non-exclusive, non-transferable, royalty-free, limited-term license to use the SOVA Retained Property during the Trial Period solely in conjunction with Customer's use of the Software. This license terminates automatically upon expiration or termination of the Trial Period.

8. Intellectual Property

Except for the limited rights expressly granted pursuant to this Agreement, SOVA and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Software, the Services, and all SOVA Retained Property (collectively, **"SOVA IP"**). Customer acquires no intellectual property rights in or to the SOVA IP by virtue of this Agreement or Customer's use of the Software.

The SOVA platform embodies valuable trade secrets and proprietary technology, including its user interface designs, workflow logic, report templates, dashboard layouts, data visualization methods, and system architecture (collectively, **"SOVA Proprietary Elements"**). Customer shall not, and shall not permit any third party to: (i) copy, reproduce, or create derivative works based on any SOVA Proprietary Elements; (ii) use knowledge of SOVA Proprietary Elements gained through access to the Software to develop, create, or commission any software or system competitive with any SOVA offering; or (iii) engage any third party to perform any of the activities described in clauses (i) or (ii) above.

Customer retains all right, title, and interest in and to Customer Data and any Customer Confidential Information. Nothing herein constitutes an assignment of any Customer Confidential Information to SOVA.

9. Confidentiality; Feedback

"Confidential Information" means any business or technical information that either Party discloses to the other — in writing, orally, or by any other means — that is designated, or that is reasonably expected under the circumstances to be, confidential or proprietary. The source code of the Software shall at all times be deemed SOVA's Confidential Information, and all Customer Data shall at all times be deemed Customer's Confidential Information, regardless of whether either is marked as such.

Except as otherwise permitted under this Agreement, neither Party shall use the other Party's Confidential Information except as necessary to carry out its obligations hereunder. Each Party agrees to maintain and protect the other Party's Confidential Information using at least the same degree of care as it uses for its own most confidential information, and in all events no less than reasonable care. Each Party shall disclose Confidential Information only to its employees, contractors, and advisors with a need to know who are bound by confidentiality obligations consistent with this Section.

The foregoing obligations do not apply to information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known to or independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (iii) is approved by the disclosing Party for unrestricted disclosure in a signed writing; or (iv) is required to be disclosed by court order or applicable law, provided the receiving Party gives reasonable prior notice and cooperates with the disclosing Party to seek confidential treatment.

Feedback.

Customer may in its sole discretion provide Feedback to SOVA during the Trial Period. If Customer does so, Customer hereby assigns to SOVA all right, title, and interest in and to such Feedback, limited to feedback specifically regarding the Software's features, functionality, and performance. All Feedback is provided "as is" without any warranties of any kind. Customer retains all right, title, and interest in any pre-existing Customer IP that may be incidentally referenced in Feedback, and nothing in this paragraph shall be construed to assign such pre-existing Customer IP to SOVA.

10. Indemnification

A. SOVA Indemnification of Customer.

SOVA shall defend, indemnify, and hold harmless Customer and its affiliates, officers, directors, and employees from and against any third-party claim, loss, cost, damage, liability, or expense (including reasonable attorneys' fees) arising from: (i) any actual or alleged infringement of any third-party intellectual property rights based on the Software as provided by SOVA (unmodified and used in accordance with this Agreement); or (ii) any breach of SOVA's data security obligations under this Agreement resulting in unauthorized access to or disclosure of Personal Information caused by SOVA's failure to comply with Section 6.

SOVA's indemnification obligations shall not apply to claims arising from: (a) Customer's modification of the Software; (b) use of the Software in a manner not permitted by this Agreement; or (c) Customer's combination of the Software with third-party products or services not reasonably contemplated by this Agreement.

B. Customer Indemnification of SOVA.

Customer shall indemnify, defend, and hold harmless SOVA, its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (i) Customer Content, including claims that Customer Content is unlawful, infringes any third party's rights, or violates any applicable law; (ii) Customer's collection, use, storage, or processing of any regulated data categories (including biometric data, PHI, or payment card data) through the Software; (iii) Customer's failure to comply with applicable surveillance, monitoring, or privacy laws in connection with its use of the Software; or (iv) any government investigation, regulatory proceeding, or third-party claim arising from the nature or legality of Customer Content.

C. Indemnification Procedures.

A Party seeking indemnification shall: (i) promptly give the indemnifying Party written notice of the claim (delay shall not diminish the indemnifying Party's obligations except to the extent such delay materially prejudices the indemnifying Party); (ii) give the indemnifying Party sole control of the defense and settlement (provided that no settlement may impose obligations on the indemnified Party without its prior written consent); and (iii) provide all reasonable cooperation, at the indemnifying Party's cost.

11. Representations and Warranties

A. SOVA Warranties.

SOVA represents and warrants that: (i) the Software will operate in material compliance with the Documentation during the Trial Period; (ii) SOVA's technology shall not deliver any viruses, Trojan horses, worms, ransomware, or other malicious code; (iii) SOVA shall use commercially reasonable and industry-

standard practices and technologies to protect Customer Data and Customer Confidential Information against unauthorized access, use, and disclosure; and (iv) all Services, if any, shall be performed by personnel with proper skill and training in a professional and workmanlike manner consistent with generally accepted industry standards.

B. Customer Warranties.

Customer represents and warrants that: (i) Customer has the legal authority to enter into this Agreement and to grant the licenses herein; (ii) Customer's use of the Software shall comply with all applicable laws and regulations; and (iii) all Customer Content complies with Section 4 of this Agreement.

12. Limitations of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11, THE SOFTWARE AND SERVICES (IF ANY) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. SOVA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Excluded Claims.

The following categories of claims are excluded from the General Liability Cap and are subject solely to the Aggregate Cap on Excluded Claims: (a) either Party's indemnification obligations under Section 10; (b) either Party's confidentiality obligations under Section 9; (c) either Party's data privacy and protection obligations under Section 5; (d) any Breach of Personal Information or Customer Data; (e) claims arising from a Party's gross negligence or willful misconduct; and (f) SOVA's infringement of Customer's intellectual property rights (collectively, **"Excluded Claims"**).

General Liability Cap.

Except with respect to Excluded Claims, each Party's total aggregate liability for direct damages arising out of or relating to this Agreement shall not exceed **twenty-five thousand dollars ($25,000)**. Neither Party shall be liable for any consequential, special, indirect, incidental, or punitive damages.

Aggregate Cap on Excluded Claims.

SOVA's total aggregate liability for all Excluded Claims shall not exceed **one hundred thousand dollars ($100,000)**, except that this cap shall not apply to: (i) SOVA's indemnification obligations for third-party intellectual property claims under Section 10(A); or (ii) liability arising from SOVA's willful misconduct.

The Parties agree that the foregoing limitations reflect a reasonable allocation of risk given that the Software is provided at no charge for evaluation purposes only.

13. Term and Termination

Unless otherwise terminated in accordance with this Section, this Agreement commences on the Effective Date and automatically terminates upon expiration of the Trial Period.

Either Party may terminate this Agreement if the other Party materially breaches this Agreement and such breach remains uncured for ten (10) business days following written notice. SOVA may immediately terminate this Agreement upon written notice if Customer: (i) breaches Sections 2, 8, or 9; (ii) poses a security risk to the Software or to SOVA's other customers; or (iii) becomes the subject of any bankruptcy or insolvency proceeding. Customer may terminate this Agreement without cause upon written notice to SOVA.

Upon expiration or termination: (a) all rights granted herein automatically terminate; (b) SOVA will cease providing the Services; (c) Customer will immediately discontinue all use of the Software and SOVA IP and return (or at SOVA's written direction, destroy) all such materials within five (5) business days; and (d) Customer shall, within five (5) business days, provide SOVA with written certification signed by an officer confirming compliance with the foregoing.

If Customer wishes to purchase a commercial license for the Software following the Trial Period, Customer must execute SOVA's then-current commercial license agreement and pay applicable fees.

14. Data Deletion

Upon termination or expiration of this Agreement, SOVA shall, within thirty (30) days: (i) cease all use of Customer Data; (ii) securely delete or destroy all copies of Customer Data in SOVA's possession or control using cryptographically secure deletion methods; and (iii) upon Customer's written request, provide written certification of such deletion or destruction.

Notwithstanding the foregoing, SOVA may retain Customer Data: (a) as required by applicable law or regulation, in which case SOVA shall notify Customer of the legal basis for such retention; and (b) in automated backup systems until such backups are overwritten in the ordinary course of business, provided that SOVA shall not access or use such retained data for any purpose.

SOVA may also retain Customer Data beyond the deletion period described above to the extent reasonably required to comply with applicable law or legal process, a litigation hold, or a regulatory investigation. SOVA shall provide Customer with notice of any such retention and its basis, except where prohibited by law.

15. Miscellaneous

Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld). Any assignment in violation of this Section is void.

Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties. Waivers of any provision shall be effective only if signed by the waiving Party.

No Waiver. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Independent Contractor. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership, or a joint venture between the Parties.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.

Anti-Corruption. Each Party represents and warrants that it has not and will not, in connection with this Agreement, make, offer, or authorize any payment or thing of value to any government official or political party in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, or any other applicable anti-corruption law.

Export Compliance. Customer agrees to comply with all applicable U.S. export laws and regulations and assumes sole responsibility for obtaining any required export licenses.

Entire Agreement. This Agreement is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. Customer's purchase orders, terms and conditions, or other documents shall have no legal effect.

Notices. Notices must be given in writing and delivered by hand, commercial courier, or U.S. Mail to the address set forth in this Agreement, or by email to the address confirmed by the receiving Party. Notices sent by mail are deemed delivered three (3) business days after mailing; notices sent by email are deemed delivered upon confirmed receipt.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be valid and binding as originals.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties agree to first attempt resolution through good-faith negotiation for a period of thirty (30) days following written notice of the dispute. If the dispute cannot be resolved through negotiation, it shall be subject to the exclusive jurisdiction of the state and federal courts located in San Diego County, California. Each Party

irrevocably consents to the personal jurisdiction of such courts and waives any objection based on forum non conveniens.

17. Survival

The following Sections shall survive any termination or expiration of this Agreement: Section 1 (Definitions), Section 3 (Customer Data, including the AI Training Restriction), Section 4 (Customer Content and Acceptable Use), Section 5 (Data Privacy and Protection, including Subprocessors and Operational Personnel), Section 7 (Services — SOVA Retained Property provisions), Section 8 (Intellectual Property), Section 9 (Confidentiality; Feedback), Section 10 (Indemnification), Section 12 (Limitations of Liability), Section 14 (Data Deletion), Section 15 (Miscellaneous), Section 16 (Governing Law and Dispute Resolution), and this Section 17.

Signatures

The individual signing below on behalf of Customer hereby represents and warrants that they are duly authorized to execute this Agreement on behalf of Customer and that this Agreement is binding upon Customer in accordance with its terms.

Customer	**SOVA Systems, LLC**
Legal Entity Name	Legal Entity Name
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date