

Effective November 09, 2024

TERMS OF SERVICE

These Terms of Service (“**Terms**”) are a binding legal agreement between you (“**you**” or “**Customer**”) and Firehorse Group LLC (“**Firehorse**”, “**we**”, “**us**”) that govern orders and statements of work agreed by you and us.

You may request that we perform work for you by executing a Statement of Work (when signed by both you and us, a “**Statement of Work**”) and license software and technology services from us under an order (when signed by both you and us, an “**Order Form**”).

Capitalized words and phrases used but not defined in these Terms or a Statement of Work or Order Form will have the meaning given in Part VI.

These Terms are organized in six parts as follows:

[PART I – USE OF THE APP AND WEBSITE](#)

[PART II – GENERAL TERMS](#)

[PART III – SECURITY POLICY](#)

[PART IV – PRIVACY POLICY](#)

[PART V – ACCEPTABLE USE POLICY](#)

[PART VI - DEFINITIONS](#)

PART I – USE OF THE APP AND WEBSITE

1. SERVICES

- 1.1. We will make the Firehorse App (as defined in Statement of Work No. 1) and Website available to you and your Authorized Users under one or more Order Forms during the service period specified in the applicable Order Form (each, a “**Service Period**”).
- 1.2. The service description provided with the applicable Order Form or otherwise posted on the Website (“**Service Specification**”) describe and govern the Firehorse App.
- 1.3. During the Service Period, we may update the Firehorse App and Service Specifications to reflect changes in, among other things, Laws, technology, industry practices, and patterns of system use. Firehorse updates to the Firehorse App or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Firehorse App during the applicable Service Period.
- 1.4. You shall be solely liable for all Losses arising from access to or use of the Firehorse

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App and Website or the results thereof.

2. DATA

You provide electronic data to Firehorse (“**Source Data**”) which can be computer files or direct access to a database licensed under a license that allows us to access and use such database for extraction of such data.

- 2.1. Firehorse transforms Source Data into structured data (data that has been abstracted and classified by key or field name) and validated data (data against which validation rules have been applied) which is sent or otherwise made available to you (“**Results Data**”). We may also generate data (including, without limitation, statistical data on usage, processes or any other metric in the Firehorse Platform and data used or generated in connection with the transformation of Source Data to Results Data) (“**Other Data**”).
- 2.2. Source Data and Results Data (collectively, the “**Customer Data**”) may also include Sensitive Personally Identifiable Information (“**Sensitive PII**”) and Non-Sensitive PII (“**Non-Sensitive PII**”) as defined by pages 5 & 6 of the [US Department of Homeland Security, Handbook for Safeguarding Sensitive PII dated December 4, 2017](#). For purposes of these Terms, legal entity Employer Identification Numbers is treated as Sensitive PII.
- 2.3. You will not include in Customer Data any data that imposes specific data security, data protection, or regulatory obligations on Firehorse in addition to or different from those specified in the Security Policy or the Privacy Policy in Part IV below. If Customer Data includes any of the foregoing data (e.g., payment card information), we will process such data pursuant to the terms of your Order Form and these Terms. You are responsible for complying with your specific regulatory, legal or data security obligations which may apply to such data.
- 2.4. If a Governmental Authority sends Firehorse a demand for Customer Data, Firehorse will notify the Customer. If it compels Firehorse to provide Customer Data, Firehorse will notify the Customer as soon as possible to the extent it is permitted to do so under the Law.

PART II – GENERAL TERMS

1. INTELLECTUAL PROPERTY

- 1.1. Firehorse App; Website. Firehorse owns the Firehorse App and Website that you use, including any derivative works thereof and anything developed or delivered by or on behalf of us under these Terms and any Statement of Work or Order Form. Subject to your compliance with these Terms, we grant you a non-exclusive, revocable, worldwide, limited right to use the Firehorse App [and Website] during the Service Period, unless earlier terminated in accordance with these Terms or the Order Form, solely for your internal business operations. You may allow Authorized

Users to use the Firehorse App and Website for this purpose, and you are responsible for their compliance with these Terms and the Order Form.

- 1.2. Infrastructure. Behind the Website and Firehorse App is the Infrastructure, which includes the code, architecture, machine language engine, artificial intelligence engine and business logic, including any derivative works thereof and anything developed or delivered by or on behalf of us under these Terms and any Statement of Work or Order Form (“**Infrastructure**”).
- 1.3. Certain Restrictions. Except as expressly permitted by these Terms, a Statement of Work or an Order Form, you may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Firehorse App, Website, Other Data or Infrastructure (collectively, the “**Firehorse Platform**”); (b) access, or use the Firehorse Platform or Other Data to build or support, directly or indirectly, products or services competitive to Firehorse; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Firehorse Platform or Other Data to any third party.
- 1.4. Data. As between us and you, you own the Customer Data. You grant us the worldwide right for us and our agents to host, use, process, display, create derivative works of, and transmit the Customer Data to provide services as outlined in the Terms and any Statement of Work or Order Form. Firehorse and its agents may also use the Customer Data for its internal purposes including billing, account management, the production of statistics on usage and research and development to improve the performance and functionality of the Firehorse App, Website and Infrastructure. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Firehorse to perform its obligations under these Terms and any Statement of Work or Order Form. As between us and you, we own the Other Data.
- 1.5. Third Party Content. We may use information and data from third parties to provide services to You (“**Third Party Content**”) and you may have access to the Third Party Content through use of the Firehorse App and Website. All ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between you and the third party.

2. TERM, TERMINATION AND SUSPENSION

- 2.1. Customer & Term. These Terms are effective on the date both of us have signed it and expire on the last day of the last Service Period to expire (the “**Term**”). Statements of Work and Order Forms are effective on the first day of the applicable Service Period and end on the last day of such Service Period.
- 2.2. Termination for Cause. Either you or we may terminate an Order Form or Statement of Work only if the other party materially breaches these Terms or such Order Form or Statement of Work and fails to cure such breach within 90 days after receiving

notice from the non-breaching party. We may also terminate any Statement of Work or Order Form if you have not paid an amount when due and failed to pay such amount in full within 30 days after notice of such failure.

- 2.3. Suspension. We may suspend your and your Authorized Users' access to, or use of, the Firehorse Platform if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Firehorse Platform or any content, data, or applications in the Firehorse Platform; (b) you or your Authorized Users are accessing or using the Firehorse Platform to violate any Law or these Terms; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide you with advance notice of any such suspension. We will use reasonable efforts to re-establish your access promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make the Customer Data (as it existed on the suspension date) available to you. Any suspension under this Section shall not excuse you from your payment obligations.

3. WARRANTIES; DISCLAIMERS AND EXCLUSIVE REMEDIES

- 3.1. Authority. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so.
- 3.2. Services; Firehorse App. We warrant that during the applicable Service Period we will perform the services described in a Statement of Work for you using commercially reasonable care and skill in all material respects (the "**Services Warranty**"). If the services provided to you were not performed as warranted, you must promptly provide us with a written notice that describes the deficiency in the services (including, as applicable, the service request number notifying us of the deficiency in the services). In addition, we warrant that during the applicable Service Period, the production version of the Firehorse App (other than a Beta version), when used by you and your Authorized Users in accordance with the Terms and any specifications, will perform the functions described in the Order Form in all material respects ("**App Warranty**"). Your sole and exclusive remedy for a breach of the Services Warranty will be to have us re-perform the applicable services and for a breach of the App Warranty will be our correction of functional problem.
- 3.3. Disclaimer. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING (I) FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS; (II) FOR MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE AND ACCURACY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; OR (III) THAT THE FIREHORSE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.
- 3.4. Customer Warranty. The Customer warrants that the Customer Data provided follows all applicable Laws and respects intellectual property rights and trade secrets of third parties.

4. SERVICE LEVELS; SUPPORT SERVICES

- 4.1. Our objective is to maintain the Firehorse Platform so that it is available 99.5% of each calendar month. We will not be responsible for any failure to meet this objective or any other problem with the Firehorse Platform if the failure or problem is: (i) attributable to any act or omission of you, your users or other third parties who are using the Firehorse App or Website; or (ii) caused by a Force Majeure Event. If the Firehorse Platform used to generate Results Data under an Order Form is not available for greater than 99.5% of the time for two consecutive calendar months, then we will credit you 10% of one month's fees as noted in the applicable Order Form. This is our sole and exclusive liability and your sole remedy for our failure to meet this objective.
- 4.2. You are entitled to email support with Firehorse responding within 1 business day or other time frame stated in the applicable Order Form. For example, if Firehorse receives an email at 3 pm Friday, Firehorse must respond by 3 pm on Monday (unless it is a public holiday [in the United States]). For emails received on weekends, or holidays Firehorse must respond by 5:30 pm EST on the first business day following receipt of the email.

5. FEES AND PAYMENT

All fees are due and payable in advance on the first of the month. Firehorse will provide an invoice for accounting purposes. Once executed, Statements of Work and Order Forms are non-cancelable and the sums paid nonrefundable, except as provided in these Terms or the Order Form. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on your order, except for taxes based on our income. Fees in Order Forms and Statements of Work are exclusive of taxes and expenses, unless expressly stated otherwise.

6. LIABILITY

- 6.1. Exclusion. IN NO EVENT SHALL EITHER OF US (OR FIREHORSE'S AFFILIATES, SERVICE PROVIDERS, LICENSORS OR OTHER AGENTS) BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, DAMAGES TO BUSINESS REPUTATION, LOST SAVINGS, LOST BUSINESS, LOST PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES RELATING TO THE LOSS OR CORRUPTION OF DATA (INCLUDING THE COST OF RECREATING SUCH DATA) OR ANY OTHER LIABILITY OR DAMAGE THAT HAS BEEN EXPRESSLY EXCLUDED HEREUNDER, IN EACH CASE WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED EVEN IF (I) WE WERE ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE AND (II) DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 6.2. Firehorse Limit of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FIREHORSE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE AND TRANSACTION DOCUMENTS, WHETHER IN CONTRACT, TORT, OR

OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER THE APPLICABLE STATEMENT OF WORK OR ORDER FORM FOR THE FIREHORSE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE MONTH IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

7. INDEMNIFICATION

- 7.1. If a third party makes a claim or files a suit, action or proceeding at Law or in equity (each, a “**Claim**”) against either you or us (“**Recipient**,” which may refer to you or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, “**Material**”) furnished by either you or us (“**Provider**,” which may refer to you or us depending on which party provided the Material) infringes the third party’s intellectual property rights, the Provider will indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:
 - 7.1.1. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the Claim (or sooner if required by applicable law);
 - 7.1.2. gives the Provider sole control of the defense and any settlement negotiations; and
 - 7.1.3. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the Claim.
- 7.2. If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days’ prior written notice, terminate the order and refund any unused, prepaid fees under the terminated Order Form. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days’ prior written notice, end the services associated with such Material and refund any unused, prepaid fees for such services.
- 7.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider’s user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement Claim could have been avoided by using an unaltered

current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement Claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement Claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to you within or by the Firehorse Platform.

- 7.4. Section 7.1 and 7.2 states our entire obligation with respect to Claims or allegations of infringement or misappropriation of intellectual property rights arising from or relating to the Firehorse Platforms and your exclusive remedy with respect to any such Claim or allegation.
- 7.5. Firehorse shall indemnify and hold harmless you and your directors, officers, partners, principals, and employees against all Losses arising from any and all Claims arising from or relating to: (a) use or disclosure of Customer Data; (b) our willful or criminal misconduct or violation of any applicable Law by us, in each case except for such Claims arising from or relating to gross negligence, willful misconduct, breach of contract, bad faith or fraud by you or your Authorized Agents.
- 7.6. You shall indemnify, defend and hold harmless us and our Affiliates, and their respective directors, officers, partners, principals, employees, customers, service providers, licensors and other agents against all Losses arising from any and all Claims arising from or relating to: (a) use or disclosure of data or use of the Firehorse Platform by you or your Authorized Users; (b) your use of the Firehorse Platform or reliance on or use of any results we provide to you; (c) willful or criminal misconduct or violation of any applicable Law by you or your Authorized Users; (d) any decisions made based upon or relating to the Customer Data or results provided by the Firehorse Platform; in each case except for such Claims arising from or relating to our gross negligence, willful misconduct, bad faith or fraud.
- 7.7. If a third party makes a Claim for which a party (the “**Indemnitor**”) indemnifies the other party under this Section 7 (the “**Indemnitee**”), the Indemnitor, at the Indemnitor’s sole cost and expense, will defend the Indemnitee (and any other Person included in such indemnification hereunder) against the Claim. Promptly upon receipt of a Claim, the Indemnitee shall:
 - 7.7.1. Notify the Indemnitor promptly in writing, not later than 30 days after the Recipient receives notice of the Claim (or sooner if required by applicable Law);
 - 7.7.2. give the Indemnitor sole control of the defense and any settlement negotiations (provided; however, that any non-monetary term in a settlement agreement applicable to the Indemnitee will be subject to the Indemnitee’s prior written approval); and
 - 7.7.3. give the Indemnitor the information and assistance reasonably requested by the Indemnitor to defend against or settle the Claim.

8. CONFIDENTIALITY.

- 8.1. Confidentiality. Each of us may disclose to the other information that is confidential (“**Confidential Information**”). Firehorse’s Confidential Information includes the terms of the these Terms, the Statements of Work, and the Order Forms, including pricing and service levels, performance data related to the Firehorse Platform and Infrastructure, Other Data, proprietary and technical information regarding our business, technology and service offerings as well as those of our licensors and suppliers, and financial and business information about us or our licensors and suppliers. Your Confidential Information is financial and business information about you that you have provided us and Customer Data residing in the Firehorse Platform. Confidential Information also includes all information and data clearly identified as confidential at the time of disclosure.
- 8.2. Limited to Truly Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 8.3. Each of us agrees not to disclose the other’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Customer Data residing in the Firehorse Platform for as long as such information resides in the Firehorse Platform. Each of us may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by applicable Law.
- 8.4. The duty of confidentiality detailed in Section 8.3 of the Terms survive termination or expiration of the Term until the fifth anniversary of the effective date of termination or expiration other than for proprietary data and information, which survive without limitation.

9. EXPORT

- 9.1. You represent and warrant that you do not intend to nor will it, directly or indirectly, export or re-export (i) any of our Confidential Information or (ii) any product (or any part thereof), process, or service that is the direct product of the any Firehorse Platform and/or our Confidential Information (A) to any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Iran, Iraq, Syria, Cuba, North Korea, Libya, and Sudan), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such

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country; (B) to any Person who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (C) to any Person who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government.

- 9.2. You acknowledge that the Firehorse Platform is designed with capabilities for you and your Authorized Users to access the Firehorse Platform without regard to geographic location and to transfer or otherwise move Customer Data between the Firehorse Platform and other locations such as workstations. You are solely responsible for the authorization and management of user accounts across geographic locations, as well as export control and geographic transfer of Customer Data.

10. MISCELLANEOUS

- 10.1. Validation. Prior to entering into an Order Form or Statement of Work, you are solely responsible for determining whether the Firehorse Platform and the functionality it provides meet your technical, business or regulatory requirements. Firehorse will cooperate with your efforts to determine whether use of the Firehorse Platform is consistent with those requirements. Additional fees may apply to any additional work performed by Firehorse or changes to the Firehorse Platform. You remain solely responsible for your regulatory compliance in connection with your use of the Firehorse Platform.
- 10.2. Name, Image, Likeness. Firehorse may use the Customer's logo and name in marketing its products and services.
- 10.3. Force Majeure. Provider's breach of this Agreement will be excused if and to the extent the failure was caused by an act of God; services, equipment, networks, or the like over which we have no control or do not manage; power failures; Internet connectivity or failures; inclement weather, fire, flood, drought, lightning; acts or omissions of contractors or suppliers; acts or omissions of the other party; acts of a Governmental Authority, national emergency, riot, war, externally caused interferences and other causes beyond the party's reasonable control (each, a "**Force Majeure Event**"). A Force Majeure Event shall not affect your obligation to pay any amounts under an Order Form or Statement of Work which would otherwise be payable.
- 10.4. Agents; Third Parties. Nothing contained in this Agreement shall be construed to make either you or us partners, joint ventures, principals, agents, or employees of the other. No officer, director, employee, agent, Affiliate, or contractor retained by us to perform work on our behalf hereunder shall be deemed to be an employee, agent, or contractor of your. Neither you nor we shall have any right, power, or authority, express or implied, to bind the other. No third party beneficiary relationships are created by this Agreement.
- 10.5. Governing Law; Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of New York and you and Firehorse agree to submit to

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the exclusive jurisdiction of, and venue in, the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas in the First Judicial District of Pennsylvania in any dispute arising out of or relating to this agreement. The Uniform Computer Information Transactions Act, the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code (as adopted by any state) do not apply to this Agreement or to orders placed under it.

10.6. Limitations Period; Survival.

10.6.1. Except for actions for nonpayment or breach of Firehorse's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than three years after the cause of action has accrued.

10.6.2. Where a survival period is specified in a Section of these Terms, the terms of such Section will survive termination or expiration for that period. Sections 1, 3.3, 3.4, 6, 7 (but only for three years), 9, 10.1 through 10.5 and 10.11 of Part II will survive termination or expiration.

10.6.3. Your obligation to pay amounts that have accrued under these Terms and any Statement of Work and Order Form will survive termination or expiration of the Term and any Service Period. If we terminate these Terms or any Statement of Work or Order Form, you will pay all amounts for the entire Term and Service Period(s) under the Order Form(s) and Statement(s) of Work then in effect.

10.7. Assignment. These Terms and the Statements of Work and Order Forms will inure to the benefit of and be binding upon you and us, and your and our respective successors and assigns. Neither you nor we may assign or transfer these Terms or any of its rights, obligations, claims or proceeds from claims arising out of or in any way relating to these Terms, any Order Form or Statement of Work, the Firehorse Platform, or any services performed by us, or any fees due, to any Person without the other party's prior written consent; provided that we may assign this Agreement in connection with a merger, divestiture, sale of assets, reorganization, or other similar corporate transaction without your consent. Any assignment or transfer of these Terms, an Order Form, or a Statement of Work, or of a party's rights, obligations, claims or proceeds from claims arising out of or in any way relating to this any of them, or any fees due them without such consent shall be void and invalid.

10.8. Severability. If any other section of these Terms is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms shall be valid and enforceable to the extent granted by Law.

10.9. Notice. Any notice required under this Agreement shall be provided to the other

party in writing. If you have a legal dispute with us or if you wish to provide a notice under the Section 7 of Part II, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Firehorse 610 Old York Road, Suite 400, Jenkintown, PA 19046.

10.10. Entire Agreement; Order of Precedence.

10.10.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Firehorse products and services ordered by you and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Firehorse products and services. These Terms and the terms of the Order Form(s) and Statement(s) of Work shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Firehorse document, and no terms included in any such purchase order, portal, or other non-Firehorse document shall apply to your Firehorse order.

10.10.2. If there is a conflict between these Terms and a Statement of Work or Order Form then, unless expressly stated to the contrary, such conflict will be resolved in the following order of precedence: (i) these Terms; (ii) Order Form; and (iii) Statement of Work.

10.11. Amendment. The terms and conditions of these Terms, an Order Form or a Statement of Work may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of you and of Firehorse; however, Firehorse may unilaterally update the Parts III through V of these Terms and the Service Specifications, including by posting updated documents on the Website; provided that such updates will not materially reduce the level of performance, functionality, security or availability of the App during the applicable Service Period.

10.12. Counterparts. These Terms and any Order Form and Statement of Work may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

10.13. Electronic Signatures. The words "execution," "execute", "signed," "signature," and words of like import in or related to these Terms and/or any document to be signed in connection with these Terms and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National

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Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

PART III – SECURITY POLICY

1. SECURITY

- 1.1. Organizational Security Measures. Firehorse uses the following organizational security measures to preserve the confidentiality of Customer Data:
 - Confidentiality obligations in employment, contractor and Sub-Processor contracts.
 - Access controls to the Customer Data in accordance with Section 8 of Part II.
 - Physical access controls such as locks and security passes.
- 1.2. Technical Security Measures. We are a cloud native company and run on a cloud service provider's platform (e.g., Amazon Web Services). The platform hosts all of our services and data. We run a virtual private cloud with network access control lists that is designed to prevent unauthorized access to our internal network. We use various technical security measures that are designed to preserve the confidentiality of Customer Data. These are:
 - Encryption of all Customer Data files at rest using 256-bit encryption.
 - Encryption of all data in transit using 256-bit encryption.
 - Use of HTTPS protocol.
 - Authentication in our APIs and endpoints of TSL\SSL only.
 - Access controls such as passwords and multi-factor authentication.
 - Physical access controls such as locks and security passes.
 - Monitoring of access rights and of system access to look for potential unauthorized access.
 - Monitoring, logging and subsequent auditing of activity on the Firehorse Platform for suspicious activity or inefficient processing.
- 1.3. Data Storage. Firehorse stores all Customer Data in the USA in multi-tenant datastores. We use logical separation or algorithms in the code to prevent one customer from accessing another customer's data. We backup all Customer Data on an automated basis. At the end of the Term, Firehorse will delete all Customer Data within 10 business days or, if requested in writing by you prior to the end of the Term, return Customer Data to you.
- 1.4. Sub-Processors. Firehorse uses Sub-Processors ("**Sub-Processors**") or entities that process Customer Data and/or Sensitive PII so that Firehorse may make the Firehorse App and Website available to the Customer. The current Sub-Processors include:
 - Amazon Web Services
 - Hubspot
 - Microsoft

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Firehorse may include other Sub-Processors as needed to provide services and will provide 10 days' notice to you before engaging them. Firehorse will only choose Sub-Processors with privacy and security policies at least as stringent as Firehorse's own.

1.5. Customer Responsibilities.

1.5.1. You will take reasonable steps to keep Authorized User's use of the Firehorse Platform secure including protecting user names, passwords and other account information ("**User Information**") and to protect Customer Data when in transit to and from our Platform when using a channel not supported by Firehorse (for example if the Customer chooses to use email to convey files or data to Firehorse). Customer must notify Firehorse immediately if User Information has been compromised or if Customer suspects suspicious activity or other events on other software or other accounts that may impact the Platform or other customers using it.

1.5.2. You are responsible for (a) any required notices, consents and/or authorizations related to your provision of, and our processing of, Customer Data (including any Personal Information), (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data, including any viruses, Trojan horses, worms or other harmful programming routines contained in Customer Data, and (c) any use by You or Authorized Users of the Firehorse App or Website in a manner that is inconsistent with the Terms and any related Statements of Work and Order Forms. To the extent you or your users disclose or transmit Customer Data to another Person, we are no longer responsible for the security or confidentiality of such Customer Data outside of Firehorse's control.

1.6. Security Event. If there is a Security Event ("**Security Event**") or unauthorized breach of the Firehorse Platform or Infrastructure which leads to a disclosure or loss of Customer Data, Firehorse will notify the Customer within 48 hours upon discovering the Security Event and give timely updates as Firehorse learns material facts.

PART IV – PRIVACY POLICY

1. INFORMATION WE COLLECT.

- 1.1. Firehorse collects Sensitive PII and Non-Sensitive PII together Personal Data, (“**Personal Data**”) that you disclose when you visit the Website, register for the Firehorse Platform, use the Firehorse Platform or visit Firehorse social media sites.
- 1.2. Firehorse also uses cookies and similar technology to collect IP addresses, browser and device characteristics, usage information and location data.
- 1.3. We also may collect information in separate ways from public databases, social media platforms and marketing partners and other sources.

2. WHAT WE DO WITH THE INFORMATION.

We use the Personal Data to provide services on the Firehorse Platform, to communicate with you about your use of the Firehorse Platform and to comply with Laws. We also may send you marketing communications to let you know about other services we offer on the Firehorse Platform. For visitors to our Website who do not identify themselves to us as Customers, we may also advertise.

Effective November 09, 2024

PART V -- ACCEPTABLE USE POLICY

You may not, and may not cause or permit others to: (a) use the Firehorse App or Website to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Firehorse Platform, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Firehorse App or Website without Firehorse's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Firehorse App or Website; or (d) use the Firehorse App or Website to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "**Acceptable Use Policy**").

In addition to other rights that we have in these Terms and any Statements of Work and Order Forms, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

PART VI -- DEFINITIONS

“Affiliate” means, with respect to a Person, any other Person that directly or indirectly, Controls, is Controlled by or is under common Control with such Person, where **“Control”** means (i) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person but only if such power is exercised, or (ii) the possession by ownership, directly or indirectly, of fifty percent (50%) or more of the voting equity of such Person or, in the case of a non-corporate Person, equivalent interests.

“Authorized User” means for the Firehorse App and Website, those employees and contractors as applicable, authorized by you or on your behalf to use the Firehorse App and Website in accordance with this Agreement and the applicable Order Form.

“Governmental Authority” means any supranational, national, regional, state or local government, court, governmental agency, authority, board, bureau, instrumentality, or regulatory body.

“Law” means any of the following, as they may be changed from time to time: (a) any federal, state, county, municipal statute, regulation, policy, by-law, ordinance or subordinate legislation in force from time to time (including treaties, multinational conventions and the like having the force of Law); (b) the common law and the law of equity; (c) any binding court order, judgment or decree; (d) any mandatory industry code or policy, and any standard enforceable by law; and (e) any applicable direction, policy, order or interpretation of law that is given by a Governmental Authority.

“Losses” mean: (a) all losses, liabilities, and damages; (b) all related costs, expenses and other charges suffered or incurred as a result of or in connection with a Claim (including reasonable attorney fees, court costs and disbursements at trial and on any appeal); reasonable costs of investigation, litigation, settlement and judgment; and (c) any taxes, fines, interest and penalties with respect to any of the foregoing.

“Person” means any person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm or joint venture.

“Security Event” means an unauthorized breach of the Firehorse Platform or Infrastructure which leads to a disclosure or loss of Customer Data.

“Website” means <https://firehorseteam.com>, including the “look and feel” of the website, and any content (other than Customer Data) displayed on or available through such website.