



ORDER FORM

Customer:	Contact:
	E-Mail:
Services: Access to the Pryzm [INSERT PLAN NAME] plan (the “Service(s)”).	
Itemized Fees:	Initial Service Period:
Total Fees Due:	
Service Plan; Number of Users:	

Note:

- Company may display Customer’s name on its website and in marketing materials to identify Customer as a client of Company to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

SaaS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on _____ (the “Effective Date”) between Pryzm Dynamics, Inc. (“Company”), and the Customer listed above or in the order under GSA Schedule Contracts as applicable (“Customer”) sets for the terms and conditions that govern orders placed by Customer for Services under this Agreement. Each of Company and Customer may be referred to as a “Party” or collectively as the “Parties.” This Agreement includes and incorporates the above Order Form, as well as the Terms and Conditions set forth below and any attachments or exhibits attached hereto and incorporated herein.

1. AGREEMENT DEFINITIONS

- A. .
- B. **“Customer Data”** means all electronic data or information that Customer or any User loads or enters into the Services.
- C. **“Pryzm Programs”** refers to the software products owned or licensed by Company to which Company grants Customer access as part of the Services, including Program Documentation and any program updates provides as part of the Services. The term “Pryzm Programs” does not include Separately Licensed Third-Party Technology.
- D. **“Program Documentation”** refers to the program user manuals for the Pryzm Programs and/or Services, as well as any help windows and readme files for such Pryzm Programs and/or Services that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Pryzm Programs and/or Services. You may access the documentation online at <https://polaris.pryzm.io>¹ or such other address specified by Company.
- E. **“Separate Terms”** refers to separate license terms that are specified in the Program Documentation, readme or notice files and that apply to Separately Licensed Third-Party Technology.
- F. **“Separately Licensed Third-Party Technology”** refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- G. **“Services”** means the Pryzm Program(s) Company provides to Customer under a software-as-a-service model that Customer have ordered.
- H. **“Services Period”** refers to the period of time for which Customer ordered Services as specified in Customer’s order.
- I. **“Users”** means those employees, contractors, and end users, as applicable, authorized by Customer or on Customer’s behalf to use the Services in accordance with this Agreement and Customer’s order.

2. TERM OF AGREEMENT

- A. This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Services options offered by Company for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

3. RIGHTS GRANTED

- A. For the duration of the Services Period and subject to Customer’s payment obligations, and except as otherwise set forth in this Agreement or Customer’s order, Customer have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that Customer ordered, including anything developed by Company and delivered to Customer as part of the Services, solely for

¹ For access to user guide, use: *constellation* (Last Updated August 28th, 2025)

Customer's internal business operations and subject to the terms of this Agreement and Customer's order. Customer may allow Users to use the Services for this purpose and Customer are responsible for Users' compliance with this Agreement and the order.

- B. Customer shall have no right to receive any object code or source code relating to the Services.
- C. Customer grant to Company a non-exclusive, non-transferable right to access and use Customer Data as reasonably required to provide the Services.
- D. Customer do not acquire under this Agreement any right or license to use the Services in excess of the number of Users and/or duration of the Services stated in Customer's order. Upon the end of the Services ordered, Customer's right to access and use the Services will terminate.
- E. The Services may contain or require the use of Separately Licensed Third-Party Technology. Customer is responsible for complying with the Separate Terms specified by Company that govern Customer's use of Separately Licensed Third-Party Technology. Company may provide certain notices to Customer in the Program Documentation, readme or notice files in connection with such Separately Licensed Third-Party Technology. The third-party owner, author or provider of such Separately Licensed Third-Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third-Party Technology.
- F. Company will take commercially reasonable efforts to make the Services available, Customer are responsible for acquiring and maintaining access to the internet (including but not limited to using an adequate web browser) in order to access and use the Services. Company shall not be liable for any failure of or interruption to such access and use resulting from failure or impairment of any network, software, web browser or equipment not under the control of Company. Customer shall be solely responsible for obtaining and maintaining all hardware and software necessary to access the Services.

4. **OWNERSHIP AND RESTRICTIONS**

- A. Customer Data.
 - i. Customer retains all ownership and intellectual property rights in and to Customer's Data
 - ii. Upon Customer's written request made within thirty (30) days of termination or expiration of a Service or this Agreement, Company will return to Customer a single copy of all Customer Data in Company's then-current industry standard data extract format. Additional Customer Data copies shall be available for a fee. After such thirty (30) day period, Company shall have no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data in its possession or under its control. Notwithstanding the foregoing, Company may retain Customer Data in backup media for an additional period of up to twelve (12) months, or longer if required by law.
 - iii. Company may use and process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services; and (b) for business operations incident to providing the Services to Customer. Company acquires no rights in Customer Data other than the rights Customer grants to Customer in this Section. For purposes of this Section, "to provide" the Services consists of:
 - a. Delivering functional capabilities as licensed, configured and used by Customer and its Users,
 - b. Troubleshooting (preventing, detecting, and repairing problems); and
 - c. Keeping the Pryzm Programs and the Services up to date and performant, and enhancing user productivity, reliability, efficacy, quality, and security.Customer also authorizes Company to (a) create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers; and (b) to calculate statistics related to Customer Data for the purposes of billing and account management, compensation such as calculating employee commissions and partner incentives; internal reporting and business modeling, such as forecasting, revenue, capacity planning, and product strategy; and financial reporting.
 - iv. Each party will implement reasonable and appropriate measures to protect Customer Data and

prevent any unauthorized person or entity from gaining access to Customer Data. However, Customer is solely responsible for verifying that its Users are properly authorized to access its Customer Data in accordance with applicable law, regulatory requirements, and obligations under this Agreement. Company assumes no responsibility to verify, nor will it contest Customer's representation that its Users are properly authorized to access Customer Data; therefore, Company assumes no responsibility for access granted improperly by Customer to unauthorized parties.

B. Pryzm Programs; Services.

- i. Company or its licensors retain all ownership and intellectual property rights to the Services, including Pryzm Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Company under this Agreement.
- ii. Customer may not, or cause or permit others to:
 - (a) remove or modify any program markings or any notice of Company's or its licensors' proprietary rights.
 - (b) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Company.
 - (c) perform or disclose any benchmark or performance tests of the Services, including the Pryzm Programs, without Company's prior written consent.
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Pryzm Programs, or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

5. **USE OF THE SERVICES; SUPPORT**

- A. Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. Customer is responsible for all activities that occur under Customer's and Customer's Users' usernames, passwords or accounts or as a result of Customer's or Customer's Users' access to the Services and agree to notify Company immediately of any unauthorized use. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.
- B. Customer agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Customer Data, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Company under this Agreement, Company reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Company shall have no liability to Customer in the event that Company takes such action. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data.
- C. Customer is required to accept all patches, bug fixes, and updates (collectively, "Patches") necessary for the proper function and security of the Services, including for the Pryzm Programs, as such Patches are generally released by Company.
- D. Company may provide updates which may include alterations to and replacement of features and functionality. Some changes to the Services may occur automatically, while others may require Customer

to schedule and implement the changes.

- E. Company shall provide reasonable general technical support as stated in Exhibit A to this Agreement to allow Customer to report problems and to seek assistance in the use of the Services.

6. **TRIAL SERVICES**

- A. Company may make available certain Services on a trial basis for Customer to evaluate and test the Services for Customer's internal business purposes. Services acquired for trial purposes are provided on an "as is" and "as available" basis. Company does not provide technical or other support or offer any warranties for such Services.

7. **SUPPORT**

- A. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice and the terms set forth in Exhibit A.

8. **CONFIDENTIALITY**

- A. Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other Party's business, products or services.
- B. Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither Party will disclose that Confidential Information to third parties, except to its employees, affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each Party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other Party.
- C. A Party may disclose the other's Confidential Information if required by law; but only after it notifies the other Party (if legally permissible) to enable the other party to seek a protective order.
- D. The obligations set forth in this Section 8, (Confidentiality), apply (i) for Customer Data until it is deleted from the Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.
- E. Freedom of Information Act (FOIA). Notwithstanding anything in this section to the contrary, the Parties acknowledge and agree that if Customer are an agency, department or other entity of the United States Government, Customer are subject to the United States Freedom of Information Act (5 U.S.C. § 552) and may disclose information in response to a valid request in accordance with FOIA. Should Customer receive a request under FOIA for Company's Confidential Information, Customer agree to give Company adequate prior notice of the request and before releasing Company's Confidential Information to a third party, in order to allow Company sufficient time to seek injunctive relief or other relief against such disclosure.

9. **AUTHORIZED USERS**

- A. **User IDs.** Each User is issued a user ID and password which may not be shared or used by more than one person. However, a user ID and password may be reassigned from time to time to a new User replacing a former User. Customer is responsible for all access through Customer User IDs. Users are limited to the number specified in the applicable Order Form. Customer may not use or permit use of the Services or

Program Documentation by anyone other than Customer's Users.

- B. **Unauthorized Users.** Customer will not permit access to any user who is listed by any government or law enforcement agency as a party with whom doing business has been restricted or prohibited for any reason, including without limitation, companies on the U.S. embargoed list, the U.S. Denied Persons List, FBI most wanted and Interpol most wanted.
- C. **Additional Users.** Customer may add Users during a Services Period. The Services Period for any additional User shall end with the Customer's current Services Period for that Service and the Services Fee shall be prorated accordingly. Except where the Services fee is a flat fee or the Order indicates otherwise, Customer agrees to notify Company if the number of Users increases and to pay the additional Services fees as specified in the Order for those additional Users. The number of Users cannot be reduced during any Services Period.
- D. **Audit Rights.** Customer will keep accurate records of its Users and user type, including the Services to which the Users have access. Upon Company's reasonable written request, Customer will provide Company with the User records for the purpose of verifying Customer's compliance with this Agreement. In the event the audit reveals that Customer has materially breached the Agreement, Customer will promptly remit the Services Fees due as a result of Customer's non-compliance at Company's then-current prices.

10. **PAYMENT OF FEES**

- A. All fees payable to Company are due within 30 days from the invoice receipt date. Interest shall accrue on past due amounts at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Customer acknowledges and agrees that the Company may report non-payment, past due receivables, and other trade information to corporate credit reporting and risk assessment agencies.
- B. Company shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).
- C. Reserved.
- D. Customer agrees and acknowledges that Customer has not relied on the future availability of any Services, programs or updates in entering into the payment obligations in the order; however, the preceding does not relieve Company of its obligation during the Services Period to deliver Services that Customer has ordered per the terms of this Agreement.
- E. Reserved.
- F. All fees and other charges referred to in the Agreement will be paid in the currency specified in the order. If no currency is specified, the currency is US Dollars.
- G. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared and the Customer knew about it, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

11. **TERM AND TERMINATION**

- A. Services provided under this Agreement shall be provided for the Services Period defined in Customer's order, unless earlier suspended or terminated in accordance with this Agreement or the order. Unless otherwise stated in Customer's order, Services ordered may be renewed for additional Services Periods by executing a written order for the additional Service Period.

- B. Upon the end of the Services, neither Customer shall no longer have the right to access or use the Services, including the associated Pryzm Programs; however, at Customer's request, Company will return Customer Data in accordance with Section 4.A(ii).
- C. Company may temporarily suspend Customer's password, account, and access to or use of the Services if in Company's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Company will provide advance notice to Customer of any such suspension in Company's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Company will use reasonable efforts to re-establish the affected Services promptly after Company determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Company will make Customer Data available to Customer as existing in the Services environment on the date of suspension
- D. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Company shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- E. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

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12. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. COMPANY'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY CUSTOMER FROM COMPANY UNDER SUCH ORDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

14. INDEMNIFICATION

- A. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against Customer ("Recipient" which may refer to Customer or Company depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either Customer or Company ("Provider" which may refer to Customer or Company depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Company, at the Company's sole cost and

expense, will have the right to intervene to defend the Recipient against the claim and 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 Company, if the Recipient does the following:

- i. 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);
 - ii. gives the Provider control of the defense and any settlement negotiations; and
 - iii. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.
- B. 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 Company's ability to meet its obligations under the relevant order, then Company may, at its option and upon 30 days prior written notice, terminate the order.
- C. 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, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Company will not indemnify Customer for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Company. Company will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. Company will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time Services rights are obtained.
- D. The term "Material" defined above does not include Separately Licensed Third-Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Services; and (c) in accordance with the usage grant for the relevant Services and all other terms and conditions of this Agreement, Company will indemnify Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Company is required to provide infringement indemnification for Materials under the terms of the Agreement.
- E. This Section 14 provides the parties' exclusive remedy for any infringement claims or damages.

15. COMPLIANCE WITH LAWS; EXPORT

- A. Each party will be responsible for its own compliance with applicable law, as well as all legal requirements related to use of the Services.
- B. Company's processing of any personal data will be in accordance with the Pryzm Privacy Terms ("Privacy Terms") attached hereto and located at [Privacy \(pryzm.io\)](https://pryzm.io/privacy).
- C. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export laws govern Customer's use of the Services (including technical data), and Customer agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be

exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

16. **FORCE MAJEURE**

- B. In accordance with GSAR Clause 552.212-4(f), Neither of us shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the Services.

17. **GOVERNING LAW AND JURISDICTION**

- C. This Agreement is governed by the Federal laws of the United States. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

18. **NOTICE**

- A. Any notice required under this Agreement shall be provided to the other party in writing. If Customer have a dispute with Company or if Customer wish to provide a notice under the Indemnification Section of this Agreement, or if Customer become subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Pryzm Dynamics, Inc. 90 Canal Street, Suite 440, Boston, MA 02114, United States Attention: Legal Department.
- B. To request the termination of Services in accordance with this Agreement, Customer must submit a service request to Company at the address specified in Customer's order.

19. **ASSIGNMENT**

- D. Customer may not assign this Agreement or give or transfer the Services (including the Pryzm Programs) or an interest in them to another individual or entity. If Customer grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services. The foregoing shall not be construed to limit the rights Customer may otherwise have with respect to Separately Licensed Third-Party Technology licensed under open source or similar licenses.

20. **U.S GOVERNMENT CUSTOMERS**

If Customer are an agency, department or other entity of the United States Government the following terms apply:

- A. Conflicts with U.S Federal law. If any document incorporated by reference into this Agreement, including any terms referenced or incorporated herein, contains a provision (a) allowing for the automatic termination of the Services; (b) allowing for the automatic renewal of Services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) otherwise violates applicable Federal law, then, such terms shall not apply with respect to Customer. If any term of this Agreement or any document incorporated by reference into this Agreement, contains an indemnification provision, such provision shall not apply as to the United States indemnifying Company or any other party.
- B. Commercial Products. As defined in FAR section 2.101, the Pryzm Program, Services and Program Documentation are "commercial products" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation."

Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

21. MISCELLANEOUS

- A. Company is an independent contractor, and the Parties agree that no partnership, joint venture, or agency relationship exists between them. Each Party will be responsible for paying its own employees, including employment related taxes and insurance. Customer shall defend and indemnify Company against liability arising under any applicable laws, ordinances or regulations related to Customer's termination or modification of the employment of any of Customer's employees in connection with any Services under this Agreement.
- B. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- C. Except for actions for nonpayment or breach of Company's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than six years after the cause of action has accrued.
- D. Customer shall obtain at Customer's sole expense any rights and consents from third parties necessary for Customer Data, as well as other vendor's products or information from third parties provided by Customer that Customer use with the Services, including such rights and consents as necessary for Company to perform the Services under this Agreement.
- E. Customer agrees to provide Company with all information, access and full good faith cooperation reasonably necessary to enable Company to provide the Services and Customer will perform the actions identified in Customer's order as Customer's responsibilities.
- F. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Services. Customer is responsible for making Company aware of any technical requirements that result from Customer's regulatory obligations prior to entering into an order governed by this Agreement. Company will cooperate with Customer's efforts to determine whether use of the standard Pryzm Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Company or changes to the Services.
- G. Company may once per annual period audit Customer's use of the Services (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with Customer's order. Customer agrees to cooperate with Company's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations and is subject to Government security requirements. Customer agrees to pay within 30 days of written notification and receipt of a proper invoice any fees applicable to Customer's the use of the Services in excess of Customer's rights. If Customer do not pay, Company can end Customer's the Services and/or Customer's order. Customer agrees that Company shall not be responsible for any of Customer's costs incurred in cooperating with the audit.
- H. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request, including in marketing materials.

22. ENTIRE AGREEMENT

- A. Customer agrees 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 Services ordered by Customer and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

- B. It is expressly agreed that the terms of this Agreement and any Company order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Company document and no terms included in any such purchase order, portal, or other non-Company document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed by both Parties. No third-party beneficiary relationships are created by this Agreement.

Signature Page Follows

The parties have executed this Agreement on the dates set forth above, effective as of the Effective Date.

Pryzm Dynamics, Inc:

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Support Terms

Pryzm will provide technical support to Customer via both telephone and electronic mail M-F from 9:00 AM - 8:00 PM ET (“**Support Hours**”).

Customer may initiate a help desk ticket during Support Hours by calling 857-437-7717 or any time by emailing hello@pryzm.io.

Pryzm will use commercially reasonable efforts to respond to all helpdesk tickets within three (3) business days.

Privacy Policy

Updated Date: Sep 6, 2024

Pryzm Dynamics Inc. (with its affiliates, “Pryzm,” “we” or “us”) is committed to protecting the privacy of the users of its website at the address www.pryzm.io or any other website managed and controlled by Pryzm (the “**Site**”). This Website Privacy Policy is meant to help you understand what information we collect through the Site, why we collect it, and how you can update, manage, export, and delete your information. If you do not agree with the practices described in this Website Privacy Policy, you should not use the Site.

Changes to this Privacy Policy

Pryzm reserves the right to non-materially change this Privacy Policy.

How to Contact Us

If you have questions or concerns about this Privacy Policy, or our collection and use of your Personal Data, you are welcome to send us an email or otherwise contact us at the following address and we will make an effort to reply within a reasonable timeframe. You may contact us by email at privacy@pryzm.io; by telephone at +1-617-719-0936; or by postal mail at 90 Canal St, Boston, MA 02114.

What information do we collect through the Site?

You may electronically submit data or information to the Site that identifies or may be used in combination with other information to identify you (“Personal Information”).

We collect Personal Information from you: When you visit the Site; When you register or request additional information on the Site; When you transmit information through the Site, our application or service; When you register for or attend corporate events.

When using our Site, you may be asked to enter your name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our Site anonymously (although we may still use cookies).

While you use our Site, we may, with your consent, collect information based on your interaction with our Site or from the devices or computers you use to access the Site, including web log information, page views, IP addresses, geographic location (if detectable from a mobile device). We will normally collect personal information from you only where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate interests and not overridden

by your data protection interests or fundamental rights and freedoms. As a user of our services through the Site, we may need to collect and store your email contact information in order to perform the services you purchased. In some cases, we may also have a legal obligation to collect personal information from you.

For which purposes do we use your information?

Any of the Personal Information we collect from you on the Site may be used in any of the following ways:

To provide our services to you; To provide you with additional information about our service and Pryzm's partners, promotions, and events; To provide our site's services to you; To improve the Site, our application and service; To personalize your experience (your information helps us to better respond to your individual needs); To send periodic e-mails and targeted marketing; and To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs). We do not use your Personal Information to train artificial intelligence systems.

Principals of processing data

Pryzm processes data lawfully, in a transparent manner and in accordance with individuals' rights (as applicable). The use of information collected through our Site will be limited to Pryzm's legitimate interests, where we have considered these are not overridden by your rights, or based upon your informed consent.

Personal Information or Personal Data is information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or any other information that is defined as Personal Information, Personal Data, or Personally Identifiable Information under an applicable law (hereinafter referred to as "Personal Information").

Pryzm aims to process only adequate, accurate and relevant data limited to the needs and purposes for which it is gathered. It also aims to store data for the time period necessary to fulfil the purpose for which the data is gathered. Pryzm only collects data in connection with a specific legitimate purpose and only processes data in accordance with this Privacy Policy.

How do we protect your information?

We take great care in implementing, enforcing and maintaining the security of our Site and Users' information. Pryzm implements, enforces and maintains security policies to prevent the unauthorized or accidental access to or destruction, loss, modification, use or disclosure of Personal Information or Personal Data and to monitor compliance of such policies on an ongoing basis. All information is stored with logical separation from information of other Customers. However, we do not guarantee that unauthorized access will never occur.

We use a combination of processes, technology and physical security controls to help protect Personal Information and Personal Data from unauthorized access, use, or disclosure. Each server is protected by a firewall, exposing it only to the minimum ports necessary. However, no security controls are 100% effective, and we cannot completely ensure or warrant the security of your Personal Information.

Subject to applicable law, Pryzm will act in accordance with its policies to promptly notify you in the event that any of your Personal Information or Personal Data is lost, stolen, or where there has been any unauthorized access to it.

Pryzm may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate the Site. We seek to obtain confidentiality agreements that are consistent with this Privacy Policy and that limit others' use or disclosure of your Personal Information and Personal Information.

Do we use cookies?

Pryzm may use browser cookies on the Site to keep track of your visit.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your Personal Information. This does not include disclosure of data to real estate agents, brokers, property managers, or landlords you have authorized us to share your information with, or trusted third parties who assist us in operating our Site or service, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when demanded by governmental authorities and we believe release is appropriate to comply with the law, enforce our Site policies, or protect ours or others' rights, property, or safety, to the extent permitted by law. We may also share your Personal Information with another organization that buys all or substantially all of our business assets.

For avoidance of doubt, Pryzm may transfer Personal Information to its affiliates, which will be obligated with the same restrictions as specified in this Privacy Policy.

Where is your information stored?

We store your Personal Information on our servers located in the United States.

Data retention

Pryzm will retain your Personal Information for only as long as necessary to achieve the purpose for which it is processed. How long we need your Personal Information depends on what we are using it for, as set out in this Privacy Policy. For example, we may need to use it to answer your queries about a product or service and as a result may keep Personal Information while you are still using our product or services.

Information for European data subjects

When we receive information directly from visitors to the Site who are citizens or residents of countries in the EEA, that information is likely to include “personal information,” as regulated by GDPR. As the recipient of this information (generally just contact information), we are a “data controller” under the GDPR. As such, we will use that information only for the limited purpose of providing information about our products and services until the person who submitted the information no longer wishes that to occur, and anyone who submits personal information to the Site consents to our use of that data for those purposes.

Data subjects’ rights

As mandated by the GDPR, you can contact us with regard to the following rights in relation to your Personal Information:

If you would like to have a copy of the Personal Information, we hold regarding you or if you think that we hold incorrect Personal Information about you, Pryzm will honor your request. Where you have provided us with consent to use your Personal Information, you can withdraw this at any time (but please note that, if you use the Pryzm service, we may continue to use your Personal Information, including to contact you in connection with the service for as long as you use it). You also have the right to ask us to delete your Personal Information or restrict how it is used. There may be exceptions to the right to erasure for specific legal reasons which, if applicable, we will set out for you in response to your request. Where applicable, you have the right to object to processing of your Personal Information for certain purposes.

If you want to make any of these requests, please contact us using the contact information provided above.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy.

Transfer of personal information

Whenever we transfer your Personal Information out of the EEA, we put in place at least one of these safeguards:

We will only transfer your Personal Information to countries that have been found to provide an adequate level of protection for Personal Information. We may also use specific approved contracts with our service providers that are based in countries outside the EEA. These contracts give your Personal Information the same protection it has in the EEA.

But please understand that, if you use the Pryzm service on behalf of your employer, we will

comply with any contractual requirements between us and your employer governing our use of any Personal Information you submit.

We may transfer your Personal Information to the United States of America for the following reasons:

To provide the Pryzm service to you, if you are a customer
To store your Personal Information
To communicate with you
To monitor the behavior of visitors to the Site.

California Online Privacy Protection Act Compliance

Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your Personal Information to outside parties without your consent.

Modification or deletion of Personal Information gathered through the Site

Upon request, Pryzm will provide you with information about whether we hold any of your Personal Information. A User may have a legal right under certain applicable laws (for instance if the User is residing in the EEA or in California as applicable) to receive, rectify, erase, and restrict Personal Information about them that is held by us, to object to processing and, if processing occurs based on consent, to withdraw their consent. Users may also have the right to withdraw consent for processing for statistical and research purposes and in some cases (subject to applicable laws) to request cessation of any collection of Personal Information. Pryzm will never discriminate against any person based on his or her exercising of their rights hereunder.

If, for any reason, a User wishes to modify, delete or retrieve his or her Personal Information collected through the website and is entitled to under applicable laws, he or she may do so by contacting Pryzm at the address detailed above. We shall perform the necessary

process to identify the User as a User who has the right to retrieve the specific information and then we will ask for a specific identification of the User and data (as shall be applicable for the requested data – for instance IP address and time of uploading the information to Pryzm’s servers (IP address is not enough for an identification of User or data)). Pryzm cannot retrieve data without a specific identification of User and data. Pryzm may not be able to delete, amend or retrieve User’s information without other Controller’s instructions and authorization (as applicable). We shall make efforts to respond to a User’s request within 30 days or as required under applicable law however, deletion of data may take longer (see below).

Please note that Personal Information may be either deleted or retained in an aggregated manner, without being linked to any identifiers or Personal Information, depending on technical commercial capability.

For any request or question regarding deletion or amendment of User data, you can contact our Data Protection Officer at the contact details listed above and we shall make efforts to respond and support your request within no more than 30 days.

The Information gathered through the Site shall not be retained longer than legally permitted.

Opting Out

You may opt out of receiving future communications from us (with the exception of service information when you continue to use the Pryzm service) by logging into your account and editing your profile. You may also opt out of receiving commercial e-mail from us, or other target advertising, by following the instructions in each email, or emailing us directly at privacy@pryzm.io.

Minors

Our Site is directed to people who are at least 16 years old. By using the Site, you represent and warrant that you are at least 16 years old, or have the permission of your parent or guardian, and otherwise have the right, authority and capacity to agree to and accept this Privacy Policy.