EFFECTIVE AS OF NOVEMBER 6, 2026

Antithesis Teams Terms of Service

These Antithesis Teams Terms of Service (these "**Terms**"), together with the Order Confirmation and any other documents referred to herein, form the entire agreement (the "**Agreement**") which is a binding contract between you ("**Company**," "**you**," or "**your**") and Antithesis Operations LLC ("**Antithesis**"). This Agreement governs your access to and use of the Platform and Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU CHECK THE BOX THAT SAYS "I AGREE" OR BY ACCESSING OR USING THE PLATFORM OR SERVICES (the "**Effective Date**"). BY CHECKING THE "I AGREE" BOX OR BY ACCESSING OR USING THE PLATFORM OR SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CHECK THE BOX THAT SAYS "I AGREE" AND DO NOT ACCESS OR USE THE PLATFORM OR SERVICES. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM OR SERVICES.

Antithesis and Company may be collectively referred to herein as the "**Parties**" and each individually as a "**Party**".

1. DEFINITIONS

In addition to any terms defined throughout these Terms, when used in these Terms or in the Order Confirmation, the following capitalized terms shall have the meanings indicated below:

1.1. "**Affiliate**" means an entity controlling, controlled by or under common control with a Party. As used in this definition, the terms "control", "controlling", and "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote 50% or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such person or (b) direct or cause the direction of the actions, management or policies of such person, whether through the ownership of voting securities or interests, by contract or otherwise.

1.2. "**Company Data**" means data, software, code, text, audio, video, images, or other content (including its schema, structure, sequence, and organization) that any Company user uploads to or runs on the Platform, including any Company Software, but specifically excludes Generic Results.

1.3. "**Company Software**" means the Company's proprietary software code, whether object code and/or source code, that is made available to Antithesis, which will be used by the Platform for purposes of identifying and diagnosing bugs through use of the Platform and/or the performance of the Services, as provided by Company to Antithesis.

1.4. "**Confidential Information**" means any and all information disclosed by one Party to the other Party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or that is provided under circumstances reasonably indicating that the information is confidential or proprietary, including, without limitation, trade secrets, business plans, technical data, product ideas, personnel, contract and financial information, and these Terms and the Order Confirmation, as well as, specifically in the case of Company, the Company Data, the Company Software, the Container, and the Results, and specifically in the case of Antithesis, the Platform, Services and Technology and any Documentation or other proprietary materials describing the foregoing. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of the Agreement between the Parties or any other agreement by the recipient of the information; (b) is or was known by the recipient of the information at or before the time such information was received from the disclosure, as evidenced by the recipient's tangible (including written or electronic) records; (c) is received from a third party that is not under an obligation of confidentiality to the knowledge of the receiving Party with respect to such information; (d) is independently developed by the recipient of the information without any use of or reference to the disclosing Party's Confidential Information in breach of these Terms, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records; or (e) is approved for release in advance in writing by the disclosing Party, as applicable.

1.5. "**Container**" means an assemblage of runtime libraries, system components, program configurations, test data, utilities, and scripts that enables the execution of the Company Software, as provided by Company to Antithesis in connection with the use of the Platform and performance of the Services.

1.6. "**Documentation**" means all operating manuals, user manuals, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the Platform and/or Services.

1.7. "**Generic Results**" means data and/or "skills or knowledge of a general nature" acquired by Antithesis in connection with the use of the Platform by or on behalf of Company and/or during the course of performing the Services, including without limitation that which (a) are incapable of identifying Company as the source of such data and/or skills or knowledge of a general nature, and (b) (i) relate to coding faults, errors, bugs and flaws in third party software and/or Open Source Software incorporated into the Company Software, and/or (ii) relate to coding faults, errors, bugs and flaws existing within the Company Software and which represent faults, errors, bugs and/or flaws that may be commonly created in connection with general software coding practices unrelated to the specific purposes and utility of the Company Software. For purposes of this Agreement, "skills or knowledge of a general nature" may include, without limitation, information that is publicly known or that could

reasonably have been acquired in the conduct of similar work performed for another entity; provided that any information obtained from Company under an obligation of confidentiality hereunder is specifically excluded.

1.8. "**Intellectual Property Rights**" means any copyright, trademark, service mark, trade name, patent, patent application, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right arising under the laws of any jurisdiction, whether registered or unregistered.

1.9. "**Open Source Software**" means all software that is distributed under an open source license, including without limitation, the GNU Affero General Public License, GNU General Public License, GNU Lesser General Public License, Mozilla Public License, BSD licenses, and the Apache License.

1.10. "**Order Confirmation**" means the electronic confirmation that Antithesis sends to Company after Company accepts these Terms and completes Antithesis's online checkout, which records Company's Subscription, the fees charged, the billing period, and the activation date.

1.11. "**Platform**" means Antithesis's proprietary autonomous software testing platform that enables customers to identify and diagnose faults in their software including all Technology related thereto.

1.12. "**Purpose**" means the identification and diagnosis of faults in the Company Software via the Platform as described in these Terms and enabling Antithesis to provide the Services.

1.13. "**Recommendations**" means Antithesis's gratuitously provided recommendations and/or suggestions of known or potential fixes to any faults, errors, bugs and/or flaws identified within the Results.

1.14. "**Results**" means the reports provided by Antithesis to Company from (a) the use of the Platform for the Purpose and/or (b) derived from the performance of the Services, including reports identifying faults, errors, bugs and/or flaws in the Company Software identified by the Platform, but specifically excluding Generic Results.

1.15. "**Service(s)**" means the technical support, maintenance, and related services that Antithesis provides to Company in connection with the Platform.

1.16. "**Subscription**" means Company's subscription to the Antithesis Teams offering of the Platform and Services, purchased through Antithesis's online checkout, as described on the Pricing Page (available at antithesis.com/pricing/) and recorded in the Order Confirmation.

1.17. "**Subscription Fees**" means the recurring fees for the Subscription, as displayed at checkout and stated in the Order Confirmation.

1.18. "**Subscription Period**" means the initial period of the Subscription, as stated in the Order Confirmation, and each Renewal Period.

1.19. "**Technology**" means all software code and/or technology comprising all or a portion of the Platform, as made available by Antithesis for use by or on behalf of Company pursuant to these Terms, including any modified versions, updates or upgrades thereto that may be provided to Company by Antithesis from time to time, but does not include source code for the Platform.

2. PLATFORM AND SERVICES

2.1. Access to Antithesis Platform and Services

(a) Subject to these Terms, Antithesis hereby grants Company the right, during the Term, to access and use the Platform for use solely with respect to the Company Software and Container and solely for the Purpose. Notwithstanding the foregoing or anything else in the Agreement, Antithesis has no obligation to provide, and may refuse, suspend, or terminate, Company's access to the Platform and/or Services, in whole or in part, immediately and without liability or any obligation to refund fees, if Antithesis determines that providing such access would violate Section 10.16 or any applicable sanctions, export control, or other law, or if Antithesis reasonably believes that Company, any Company user, or any person on whose behalf Company is acting is a person or entity described in Section 10.16.

(b) Antithesis may provide Company with the Services from time to time in furtherance of Company's use of the Platform. In the event of a conflict between the Order Confirmation and these Terms, these Terms shall control. Antithesis reserves the right to promulgate additional usage restrictions with respect to Company's use of the Platform solely to the extent: (i) such restrictions apply to all of Antithesis's then-current and future customers and (ii) Antithesis gives no less than 30 days' prior written notice to Company; provided that if Company cannot or will not comply with such restrictions, it may provide notice to Antithesis within 30 days with respect to the effectiveness of same, with specific disclosure as to Company's reasons for not accepting same (the "**Company Objections**"). If Antithesis is unable to resolve the Company Objections, it shall provide notice to Company within five (5) days of Company's notice at which time Company shall have the right to terminate the Agreement for a period of five (5) days from receipt of such notice and receive a pro rata refund of any pre-paid unused fees in connection with such termination. At the end of the 30-day period immediately following the date of Antithesis's initial notice to Company, if Company does not provide notice of any Company Objections or exercise its termination rights as set forth above, Company shall be bound by such additional restrictions for the remainder of the Term.

2.2. Company Obligations

Exclusive of any Technology comprising a part of the Platform and Services, Company shall be solely responsible, at its sole cost and expense, for (a) providing and maintaining all hardware, software, electrical and other physical requirements necessary for Company's use of the Platform and Services,

including, without limitation, telecommunications and Internet access connections and links, web browsers, bandwidth, or other equipment, software and services required to access and use the Platform and Services, (b) ensuring that all of the foregoing are compatible with the Platform and Services, and (c) complying with all system requirements provided by Antithesis, including without limitation, the recommended Antithesis configuration procedures and Documentation.

2.3. Permitted Use; Limited License

Subject to Company's compliance with these Terms and any additional usage requirements, restrictions, documentation and policies Antithesis may provide to Company from time to time upon written notice to Company, Antithesis hereby grants to Company a limited, revocable, non-transferable (except as otherwise provided herein), non-sublicensable, non-assignable, non-exclusive license and right to access and use the Platform, including all Technology related thereto that Antithesis makes available to Company and any subsequent updates and upgrades thereto, during the Term, solely for the Purpose. Subject to Antithesis's compliance with these Terms, Company hereby grants to Antithesis a limited, revocable, non-transferable (except as otherwise provided herein), non-sublicensable (except as otherwise provided herein), non-assignable, non-exclusive license and right to access and use the Company Software in order to perform the Services and produce the Results from use of the Platform. Company also grants Antithesis the separate license expressly set forth in Section 4.5, subject to the limitations in that Section and Section 5; that separate license is not limited to the Purpose or the service-delivery license in the preceding sentence.

2.4. Restrictions

Company agrees that Company will not, nor will Company allow or facilitate a third party to, directly or indirectly (a) reproduce or modify the Platform, Services and/or Technology, (b) use any device, software or routine to interfere with the proper working of the Platform, Services and/or Technology, (c) unless otherwise approved by Antithesis in writing, use any means to copy the Platform, Services and/or Technology, (d) use the Platform, Services and/or Technology in violation of any applicable law, including without limitation the Computer Fraud and Abuse Act, and/or in connection with any scheme, effort and/or undertaking to hack any third party computer system and/or software, or (e) use the Platform, Services and/or Technology in any manner other than as permitted by the Agreement. Without limiting the foregoing, Company further agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the Platform infrastructure, as reasonably determined by Antithesis. Antithesis reserves all rights not expressly granted under these Terms. Company is responsible for all access and use of the Platform by automated agents and scripts under Company's control as if such access were its own.

2.5. Performance Standard; Retention

In the event that Company shall discover material deficiencies in the Results at any time within thirty (30) days of the date such Results are first delivered by Antithesis to Company, Antithesis shall undertake a supplemental review of the Results and if it agrees with Company's determinations as to the existence of a material deficiency, Antithesis shall use commercially reasonable efforts to

remediate such material deficiencies and re-deliver to the Company the Results at no additional charge to Company. The foregoing remedy shall be Company's exclusive remedy for material deficiencies in the Results. Nothing herein shall be deemed to impose any obligation on Antithesis to undertake efforts outside of or beyond that which the Platform is then-capable of performing. Notwithstanding the foregoing, Antithesis shall have no obligations with respect to material deficiencies arising from changes and/or modifications to the Company Software made after the delivery of the Results. Antithesis reserves the right to permanently delete all Results from Antithesis's environment at any time that is thirty (30) days from the date of creation or receipt. Company acknowledges and agrees that Antithesis may, but is not obligated to, provide Company with Recommendations. All Recommendations are provided gratuitously, without compensation from Company to Antithesis, and are provided "as-is" and "with all faults" without representation or warranty of any kind. Company's use of any of the Recommendations is at Company's sole risk in all respects.

2.6. Operational and Marketing Communications

(a) Company hereby agrees that Antithesis may use Contact Information to send Company and Authorized Users (i) operational communications regarding the Platform and Services, including account, security, availability, billing, and terms-related notices, and (ii) marketing communications regarding Antithesis, the Platform, and the Services, in each case subject to applicable law. Company and each Authorized User may opt out of marketing communications at any time by notifying Antithesis (including by using any unsubscribe mechanism included in such communications), and Antithesis will honor each opt-out within ten (10) business days. Operational communications are not subject to opt-out. Antithesis processes Contact Information subject to and in accordance with applicable law, and Company represents that it has provided any notices and obtained any consents required under applicable law for Antithesis to use Contact Information as described in this Section 2.6.

(b) For purposes of this Section 2.6: (i) "**Authorized User**" means an individual employee, agent, contractor, or service provider of Company who has been supplied user credentials for the Platform or Services by Company (or by Antithesis at Company's request) in accordance with this Agreement; and (ii) "**Contact Information**" means information that Company or an Authorized User provides, directly or indirectly, to Antithesis in connection with the Platform or Services, including usernames and email addresses of Authorized Users.

3. FEES AND PAYMENT TERMS

3.1. Fees

Company shall pay Antithesis Subscription Fees as displayed at checkout and stated in the Order Confirmation, without offset or deduction. Company shall pay the Subscription Fees in US dollars and in advance for each billing period stated in the Order Confirmation. By entering your credit card information and checking "I Agree," you hereby authorize Antithesis, directly or through one or more third-party payment processors, to process your credit card information and to charge that credit card for Subscription Fees for each billing period (including renewals at the fees then in effect under Section

6.1), usage-based fees, and applicable taxes, and to process related refunds and adjustments. Company shall keep its payment information current. Company shall promptly reimburse Antithesis for any final chargeback on amounts charged under this Section. Antithesis may transmit cardholder information and transaction details through its payment gateway or payment processor to complete a transaction but shall not disclose cardholder information to other third parties except as permitted to complete the transaction and shall not retain prohibited payment card data after authorization. An electronic billing statement or receipt constitutes an invoice for purposes of this Section 3. Amounts other than Subscription Fees payable in advance under this Section will be due and payable in full within thirty (30) days of the date of Antithesis's invoice to Company. Antithesis reserves the right to charge a late fee of 1.5% of the invoice's value per month or the highest rate allowed by applicable law, whichever is lower. Antithesis may also suspend and/or terminate access to the Platform and/or Services upon written notice to Company of any invoice not paid when due, and Company shall reimburse Antithesis's reasonable attorneys' fees and costs of collection.

3.2. Expenses

Company agrees to pay the reasonable and necessary actual out-of-pocket expenses incurred by Antithesis in furtherance of its performance of any Services, provided such expenses are approved by Company by its prior written consent (email sufficing). Upon written request, Antithesis will provide copies of supporting documentation as may be reasonably appropriate for Company or its accountants to confirm the nature and amount of any such expenses. Antithesis shall invoice the Company for all expenses in the same manner as with fees for the Platform and/or Services and such invoices shall be subject to the same terms as invoices for fees set forth in Section 3.1 above.

3.3. Dispute Resolution

In the event Company disputes any fees or expenses owed to Antithesis pursuant to this Agreement, it must provide written notice of such dispute within thirty (30) days of the date a disputed amount was otherwise due and owing to Antithesis. Upon timely submission of a notice of dispute pursuant to this Section 3.3, the Parties will work in good faith to resolve this dispute for a period of thirty (30) days and if, at the end of such thirty (30) day period, no resolution has been reached and Antithesis continues to assert that the invoiced amounts were properly billed, Antithesis may immediately terminate the Agreement and the Parties may pursue their respective rights under applicable law. In the event a notice of dispute is not timely received, Company shall be deemed to have conclusively accepted the accuracy of Antithesis's calculation of fees and expenses under the applicable invoices and to have waived any further rights to challenge or dispute such compensation calculation.

3.4. Taxes

Company shall be responsible for paying all federal, state, local, foreign or other taxes, duties, tariffs or other charges, however designated, arising from or based upon this Agreement or the transactions contemplated by it, except for taxes based on Antithesis's income.

4. INTELLECTUAL PROPERTY

4.1. Proprietary Rights

(a) As between Antithesis and Company, Company owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Container(s), the Company Data, the Company Software, and the Results (collectively, the "**Company Property**"). Antithesis is prohibited from the use of the Company Property for any purpose not set forth in this Agreement. Antithesis acknowledges such ownership and will not take any action to jeopardize, limit or interfere in any manner with Company's rights with respect to the Company Property. The Company Property is protected by copyright and other intellectual property laws and by international treaties. Antithesis acknowledges and agrees that the Results shall be "Work Made For Hire" and Company shall own all right, title and interest in and to the Results, including without limitation, all Intellectual Property Rights therein, subject only to the rights set forth in these Terms with respect to the use by Antithesis of the Results. To the extent the Results are determined not to constitute a "Work Made For Hire" as a matter of law, Antithesis irrevocably assigns and transfers all right, title and interest in and to the Results to Company. To the maximum extent permitted by applicable law, Antithesis waives all moral rights in the Results. At the request and expense of Company, Antithesis shall take such steps as may be necessary or desirable, in Company's reasonable discretion, in order for Company to secure, or for Antithesis to assign, transfer and convey any of the foregoing to Company. Notwithstanding anything to the contrary set forth above, Company acknowledges and agrees that certain faults, errors, bugs and/or flaws in the Company Software identified in the Results may only be re-created or visualizable from use of portions of the Platform and that nothing set forth above shall be deemed to grant Company any license to continued use of the Platform after the expiration or termination of the Subscription. Further, Company acknowledges and agrees that (i) faults, errors, bugs and/or flaws identified in Company Software may not be unique to the Company Software, (ii) may be found in the software of other third parties, and (iii) while the Results are Company Property, nothing herein prevents Antithesis from identifying the existence of the same or similar faults, errors, bugs and/or flaws in the software of a third party and including same in such third party's Results.

(b) As between Antithesis and Company, Antithesis owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Platform, the Services, the Generic Results, the Technology, and the Documentation (the "**Antithesis Property**"). Company is prohibited from the use of the Antithesis Property for any purpose not set forth in this Agreement. Company acknowledges such ownership and will not take any action to jeopardize, limit or interfere in any manner with Antithesis's rights with respect to the Antithesis Property. The Platform and Technology are protected by copyright and other intellectual property laws and by international treaties.

4.2. No Reverse Engineering

(a) Except as provided in Section 2.3 above, Company has no rights or licenses with respect to the Antithesis Property. Without limiting the generality of the foregoing, except as expressly provided in these Terms, Company may not (i) sell, resell, copy, distribute, rent, lease, lend, sublicense, transfer,

assign or make the Antithesis Property available to any third party or use the Antithesis Property on a service bureau basis, except that Company may make the Antithesis Property available to its Affiliates that have been approved by Antithesis in writing, provided such Affiliates comply with these Terms and Company remains liable for any breach by its Affiliates of this Agreement, (ii) modify, decompile, reverse engineer, or disassemble the Antithesis Property or otherwise attempt to derive any of Antithesis's Intellectual Property Rights in the Antithesis Property, (iii) create derivative works based on the Antithesis Property (provided that nothing herein limits Company's use of the Results and the Recommendations), or (iv) modify, alter, delete, remove, or obscure any copyright, trademark, patent or other proprietary notices or legends that appear on or are affixed to the Antithesis Property during the use and operation thereof. As between Company and Antithesis, any changes to, modifications to, or derivative works of the Antithesis Property shall become the exclusive property of Antithesis.

(b) Except as provided in these Terms to the contrary, Antithesis has no rights or licenses with respect to the Company Property. Without limiting the generality of the foregoing, except as expressly provided in these Terms, including as necessary to perform Antithesis's obligations pursuant to this Agreement, Antithesis may not (i) sell, resell, copy, distribute, rent, lease, lend, sublicense, transfer, assign or make the Company Property available to any third party, (ii) modify, decompile, reverse engineer, or disassemble the Company Property or otherwise attempt to derive any of Company's Intellectual Property Rights in the Company Property, (iii) create derivative works based on the Company Property, or (iv) modify, alter, delete, remove, or obscure any copyright, trademark, patent or other proprietary notices or legends that appear on or are affixed to the Company Property. Except for improvements to Antithesis Property developed in accordance with Section 4.5, ownership of which is governed by that Section, as between Company and Antithesis, any changes to, modifications to, or derivative works of the Company Property shall be and remain the exclusive property of Company.

(c) Notwithstanding all of the foregoing, (i) Company acknowledges that the use of the Platform and the performance of the Services are principally focused on identifying and diagnosing faults, errors, bugs and/or flaws in the Company Software, and in connection with the foregoing, (ii) Antithesis will specifically decompile, reverse engineer, and/or disassemble the Company Software in the manner enabled by the Platform, (iii) Antithesis will provide the Company Software to a third party cloud server environment to host the Company Software, and (iv) Antithesis will host, process, and analyze the Company Data with third party tools and services (all of which shall be bound by confidentiality obligations substantially similar to those contained herein, and all of which Company shall have reasonably determined to be operating with a sufficient security posture), in order to permit Antithesis to perform its obligations under this Agreement.

4.3. No License

Nothing in these Terms shall be deemed to grant Company any license to use the Antithesis Property other than as expressly stated herein.

4.4. Feedback

Company may, but is not obligated to, provide or submit any suggestions, feedback, comments, ideas, or other information relating to the Antithesis Property or modifications or enhancements thereto (the "**Company Input**"). Any Company Input is provided on a non-confidential basis regardless of any suggestion to the contrary in any Company communication, and Company hereby grants Antithesis a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable right and license to exploit such Company Input (directly or through third parties) in any manner without compensation or liability to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, enhancing, improving, promoting, and marketing Antithesis's products and services.

4.5. Use of Generic Results; Platform Improvement

(a) Antithesis shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Services, including, without limitation, the Generic Results derived from the use thereof in connection with the performance of this Agreement by Antithesis, and Antithesis shall have all rights (during and after the Term hereof) to use such information and data solely (i) to perform the Services and provide the Results to the Company, (ii) to improve and enhance the Platform and Services, for internal purposes, and for such other internal development, diagnostic and corrective purposes related to the Platform and Services as Antithesis may determine in its sole and absolute discretion on a royalty-free basis, and (iii) provided that such information is incapable of being reconstructed or combined with other data to identify any individual or entity, in connection with its business, notwithstanding anything to the contrary set forth in this Agreement. Additionally, to the extent the Generic Results demonstrate a flaw or bug with respect to any Open Source Software comprising a portion of the Company Software, Antithesis shall have the right to disclose such flaw or bug to the source of such Open Source Software within thirty (30) days of discovery, unless a longer time frame is requested by Company, in which case Company and Antithesis shall work together in good faith to ensure disclosure of such flaws and/or bugs, but without jeopardizing Company's ability to address such flaws and/or bugs prior to such disclosure; provided that Antithesis may not identify Company or its products as associated with such flaw or bug. Further, to the extent the Results demonstrate a flaw or bug with respect to any third party software comprising a portion of the Company Software, Company and Antithesis shall work together in good faith to determine the appropriate disclosure of such flaws and/or bugs to the applicable third party, but without jeopardizing Company's ability to address such flaws and/or bugs prior to such disclosure; provided that Antithesis may not identify Company or its products as associated with such flaw or bug.

(b) Subject to the confidentiality restrictions of Section 5, Company hereby grants Antithesis a non-exclusive, royalty-free, worldwide license to use, modify, and adapt Company Property to train, develop, adapt, modify, enhance, or improve the Platform and Services, including Antithesis's artificial intelligence or machine learning technologies. Such technologies and other resulting improvements to the Platform and Services are Antithesis Property, are not Confidential Information of Company, and may be used by Antithesis to provide the Platform and Services to other customers; provided that Antithesis will not output text or other information that identifies Company or Company Property and Antithesis will protect the confidentiality of Company Property as described in Section 5.

5. CONFIDENTIALITY

5.1. Restrictions on Use and Disclosure

(a) Each Party agrees: (i) to protect and safeguard the other Party's Confidential Information against unauthorized use, publication or disclosure with the same degree of care that it uses to protect the confidentiality of its own Confidential Information and, in any event, not less than reasonable care; (ii) to restrict access to the other Party's Confidential Information to those of its officers, directors, employees, agents, attorneys, accountants, investment advisors, and contractors, and, in Antithesis's case, its Affiliates who have confidentiality obligations that afford the Confidential Information a substantially similar level of protection as is afforded by these Terms; and (iii) not to use, or permit others to use, the other Party's Confidential Information except as is reasonably necessary to perform its obligations or exercise its rights under these Terms. Affiliates may use Company Property to support the development and provision of the Platform and Services within the permissions and restrictions of this Agreement.

(b) Each Party shall return or destroy all Confidential Information of the other Party upon the termination or expiration of the Agreement or upon the request of the other Party; provided, however, neither Party shall be required to return or destroy information or materials that it must retain during or after termination or expiration of the Agreement in order to receive the benefits of the Agreement or properly perform in accordance with these Terms or in order to remain compliant with a valid law, regulation, or court or administrative order.

(c) Antithesis will, following expiration or termination of the Agreement, securely and permanently delete Company Data, except that: (i) Company Property may be retained for the uses permitted under Section 4.5, subject to the continuing use, confidentiality and security obligations under this Agreement and any restriction in a separate agreement that remains in effect under Section 10.11; and (ii) information may be retained to the extent permitted by applicable law (including a litigation hold), as notified by Antithesis to Company.

5.2. Exceptions

Notwithstanding any other provision of these Terms, each Party may disclose Confidential Information of the other Party if such disclosure is required by an order of a court or other governmental authority, law or regulation, but only to the extent that any such disclosure is necessary and after notice to the other Party if practicable and lawful. In such case, the Party required to make the disclosure shall, at the other Party's expense, assist the other Party in obtaining an order protecting such Confidential Information from public disclosure, or in otherwise minimizing and limiting the breadth and scope of such disclosure.

5.3. Confidentiality of Agreement

Each Party agrees that the terms and conditions, but not the existence and general nature, of this Agreement shall be treated as Confidential Information, provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body, subject to the provisions of Section 5.2; (b) in connection with an initial public offering or other securities filing; (c) to legal counsel of the Parties; (d) in confidence, to accountants, banks, integration and technical partners, and financing sources and their advisors; (e) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or prospective merger, acquisition or similar transaction; provided that the Party seeking to so disclose pursuant to (a), (b), or (f) above must provide advance written notice to the non-disclosing Party of any proposed disclosure and provide the non-disclosing Party with an opportunity to request appropriate protections of its Confidential Information (e.g., protective order or confidential treatment) and shall assist in such efforts using its reasonable best efforts. Antithesis will notify Company of any security breach affecting Company's Confidential Information in accordance with the Antithesis Information Security Policy (available at antithesis.com/legal/security/), as may be updated from time to time.

5.4. Remedies

Each Party understands and acknowledges that any disclosure or misappropriation of any of the disclosing Party's Confidential Information in violation of these Terms may cause the disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing Party shall deem appropriate. Such right of the disclosing Party shall be in addition to the remedies otherwise available to the disclosing Party at law or in equity.

6. TERM AND TERMINATION

6.1. Term

Unless terminated by either Party earlier in accordance with the Agreement, the Agreement shall commence on the Effective Date and remain in effect through the end of the then-current period of the Subscription (the "**Term**"), provided that it is understood and agreed that the Subscription shall automatically renew for successive periods of the same length as the initial Subscription Period (each, a "**Renewal Period**"), at the fees then in effect (as they may be changed under this Section 6.1), unless Company cancels renewal before the end of the then-current period using the subscription management functionality within the settings page of the Platform, which, notwithstanding Section 10.9, is effective when submitted. The access, license and service obligations under the Subscription, and Company's corresponding payment obligations, continue through each Renewal Period of the Subscription. Cancellation takes effect at the end of the then-current period, and Company is not entitled to a refund of fees for that period. Antithesis may elect not to renew the Subscription by notifying Company via e-mail notice to Company (effective when sent, notwithstanding Section 10.9) at least ten (10) days before the end of the then-current period, in which case the Subscription expires

at the end of that period. Notwithstanding Sections 10.9 and 10.12, Antithesis may change the Subscription Fees for a Renewal Period by e-mail notice to Company at least thirty (30) days before the end of the then-current period.

6.2. Termination

The Agreement, including the Subscription and the provision of the Platform and/or Services, may be terminated immediately upon written notice:

(a) by either Party if the other Party breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach;

(b) by either Party (i) if the other Party becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within ninety (90) days.

6.3. Effect of Termination or Expiration

Upon termination or expiration of the Agreement, Antithesis shall deauthorize Company's access to the Platform and/or Services, and Company shall immediately cease all use of the Platform and Services. In the event of termination or expiration of the Agreement, except in the event of a termination by Company as a result of Antithesis's breach of the Agreement or as otherwise expressly set forth herein, Company shall not be entitled to a refund or credit of any of the undisputed fees described in Section 3 or the Order Confirmation, and Antithesis will promptly issue an invoice for any additional fees, if any, payable by Company for all usage through the effective date of such termination or expiration, which Antithesis may charge to Company's payment method on file. In the event of termination by Company as a result of Antithesis's breach of the Agreement, Antithesis will promptly refund to Company a pro rata portion of any pre-paid, unused fees.

6.4. Survival of Provisions

Sections 1, 2.4, 3, 4, 5, 6.3, 6.4, 7.3, 8, 9 and 10 of these Terms, as well as any other terms hereof that by their intent or meaning would reasonably be deemed as intended to so survive, shall survive any termination or expiration of the Agreement. No termination hereunder shall constitute a waiver of any rights or causes of action that either Party may have based upon events occurring prior to the termination date.

7. WARRANTIES

7.1. Mutual Warranties

Each Party hereby represents, warrants, and covenants to the other that: (a) it has the power to enter into and perform the Agreement; (b) its acceptance of the Agreement has been duly authorized by all necessary corporate action of the Party; (c) the Agreement, including the Order Confirmation, constitutes a valid and binding obligation on the Party, enforceable in accordance with its terms; (d) no consent or approval of any other person or governmental authority is necessary for the Agreement to be effective; (e) neither its acceptance of the Agreement nor the consummation of the transactions contemplated by the Agreement would constitute a default or violation of the Party's charter documents and/or other agreements; and (f) it will comply with all applicable laws in the performance of its obligations under the Agreement.

7.2. Antithesis Warranties

Antithesis hereby represents that the Platform provided to Company does not and will not knowingly violate or infringe upon the United States Intellectual Property Rights of any third party, and that the Platform as provided to Company does not include any content or functionality or any programming devices (e.g., viruses, key locks, etc.) that would permit Antithesis personnel or other third parties to access any of Company's equipment connected to the Platform without Company's authorization. Antithesis will provide commercially reasonable levels of security for the Platform and all Services provided by Antithesis hereunder and networks being utilized by Antithesis in connection with the provision of the Platform and/or Services hereunder. Antithesis further represents and warrants that (a) the Services will be performed in a professional and workmanlike manner, (b) it has all necessary licenses, work permits or other government approvals required of it to perform the Services, and (c) it will perform the Services in accordance with all applicable laws, rules and regulations.

7.3. Company Warranties

Company hereby represents and warrants that (a) Company has all rights, title and interest in and/or all necessary licenses to provide the Company Property to Antithesis and to allow Antithesis to perform its obligations hereunder, and has provided any notices required for those uses and disclosures, (b) the Company Software does not and will not violate or infringe upon the Intellectual Property Rights of any third party, and (c) the Company Software does not violate any applicable laws.

7.4. Disclaimer

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THESE TERMS, ANTITHESIS DOES NOT WARRANT THAT THE PLATFORM AND/OR SERVICES WILL (a) BE UNINTERRUPTED, (b) MEET COMPANY'S REQUIREMENTS, OR (c) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE COMPANY USES. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, COMPANY'S USE OF THE PLATFORM AND SERVICES IS SOLELY AT COMPANY'S RISK.

8. LIMITATIONS ON LIABILITY

8.1. Exclusion of Damages

EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED IN SECTION 8.2), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF OR RELATED TO THE AGREEMENT. THE FOREGOING LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THIS SECTION 8.1 WILL BE CONSTRUED TO LIMIT EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY PURSUANT TO SECTION 9 FOR DAMAGES AWARDED TO A THIRD PARTY EVEN IF SUCH DAMAGES ARE CHARACTERIZED AS INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY THAT THIRD PARTY.

8.2. Limitation on Liability

EXCEPT FOR (a) A PARTY'S PAYMENT OBLIGATIONS, (b) BREACH OF SECTIONS 2.4, 4 AND/OR 5, (c) PERSONAL INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE, (d) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (e) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 (COLLECTIVELY, THE "**EXCLUDED CLAIMS**"), AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY TO ANTITHESIS UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANTITHESIS'S AGGREGATE LIABILITY TO COMPANY AND/OR ANY THIRD PARTY WITH RESPECT TO ANY EXCLUDED CLAIM SHALL BE LIMITED TO $10,000 IN TOTAL IN ALL CIRCUMSTANCES.

9. INDEMNIFICATION

9.1. Indemnification from Company

Company shall indemnify and hold Antithesis and its Affiliates, and their employees, representatives, agents, directors, officers, managers and members (the "**Antithesis Indemnified Parties**") harmless, and at Antithesis's option defend the Antithesis Indemnified Parties, from and against any damages, losses, costs, settlements, judgments, awards, fines, penalties, interest, liabilities, or expenses (including without limitation, reasonable attorneys' fees and disbursements and court costs) (collectively, "**Losses**") incurred in connection with any third-party claim, demand or action ("**Claim**") brought against any of the Antithesis Indemnified Parties arising out of (a) Company's use of the Platform and/or Services other than in accordance with this Agreement and applicable law, or (b) any

alleged breach by Company of any provision of these Terms. Antithesis must promptly notify the Company of such Claim.

9.2. Indemnification from Antithesis

Antithesis shall indemnify and hold Company and its Affiliates, and their employees, representatives, agents, directors, officers, managers, members and/or shareholders (the "**Company Indemnified Parties**") harmless, and at Antithesis's option defend the Company Indemnified Parties, from and against any Losses incurred in connection with any Claim brought against any of the Company Indemnified Parties arising out of any allegation that the Platform violates or infringes upon the Intellectual Property Rights of any third party. Company must promptly notify Antithesis of such Claim. If any of the Platform becomes, or in Antithesis's opinion is likely to become, the subject of an infringement claim under these Terms, Antithesis may, at its sole option and expense, either (a) procure for Company the right to continue using the Platform, (b) replace or modify the Platform so that it becomes non-infringing, or (c) solely if clauses (a) and (b) are not commercially viable, terminate the Subscription and refund the portion of fees paid for unused services, prorated according to the remainder of the then-current Subscription Period. Notwithstanding the foregoing, Antithesis will have no obligation with respect to any infringement claim based upon (d) any use of the Platform in breach of these Terms, (e) any use of the Platform in combination with other products, equipment, or software not supplied by Antithesis, where such combination gives rise to the Claim, (f) any modification of the Platform by (i) any person other than Antithesis or its authorized agents or subcontractors or (ii) Antithesis or its authorized agents or subcontractors in compliance with the designs, specifications or instructions of Company, where such modification gives rise to the Claim, or (g) continued allegedly infringing activity by Company after Company has been notified of the possible infringement and provided with a non-infringing version of the Platform.

9.3. Indemnity Process

Should any Claim subject to indemnity be made against a Party hereto (an "**Indemnitee**"), the Indemnitee agrees to provide the other Party (the "**Indemnitor**") with prompt written notice of the Claim (provided that any delay in notification will not relieve the Indemnitor of its obligations hereunder except to the extent that the delay impairs its ability to defend). The Indemnitor will control the defense and settlement of any Claim, provided that any such settlement shall require the prior written approval of the Indemnitee, such approval not to be unreasonably conditioned, withheld or delayed. The Indemnitee agrees to cooperate with the Indemnitor and provide reasonable assistance in the defense and settlement of such Claim. The Indemnitor is not responsible for any costs incurred or compromise made by the Indemnitee unless the Indemnitor has given prior written consent to the cost or compromise. If a conflict of interest arises between the Indemnitor and the Indemnitee for the types of claims set forth herein, and the Indemnitee under the appropriate section sends a written notice of such conflict of interest to the Indemnitor, then the Indemnitor under that section shall provide for the indemnification of the Indemnitee for (a) the cost to hire and retain separate counsel and (b) the cost of investigation, litigation and/or settlement of such Claims. If a Claim is judicially determined to have been caused by both the Indemnitee and the Indemnitor, the apportionment of liability shall be shared between the Parties based upon the comparative degree of each Party's judicially determined

responsibility and to the extent necessary, a refund of all pre-funded indemnity expenses shall be made if necessary, in accordance with the foregoing.

10. GENERAL TERMS

10.1. Independent Contractors

The relationship of Antithesis and Company established by the Agreement is that of independent contractors, and nothing contained in the Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the Parties. Antithesis will be solely responsible and liable for any employment-related taxes, insurance premiums, or other employment benefits respecting Antithesis's performance of any Services hereunder. Neither Antithesis nor its employees, contractors, agents, or subcontractors will be eligible to receive any benefits (including cash, bonus, stock, restricted stock options, health insurance, or retirement benefits) normally provided by Company to its employees. Neither Party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.

10.2. Governing Law; Jurisdiction

Except to the extent, if any, applicable law requires otherwise, this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of law provisions. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to Antithesis's or its licensors' or suppliers' Intellectual Property Rights) shall be subject to final and binding arbitration in Fairfax County, Virginia, United States of America under the auspices of a single arbitrator pursuant to the commercial arbitration rules of the American Arbitration Association then in effect, with the losing Party (as determined by such arbitrator) paying all costs and attorneys' fees. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.3. Assignment

This Agreement may not be assigned, in whole or in part, by Company without the prior written consent of Antithesis, not to be unreasonably withheld. The preceding requirement for Company to obtain prior written consent of Antithesis shall not apply to any assignment resulting from Company being involved in a merger, acquisition or similar transaction; in such a case, Company shall have no obligation to obtain prior written consent of Antithesis. Antithesis shall have the right to assign or otherwise transfer the Agreement or any of its rights or obligations hereunder. Any purported assignment, sale, transfer, delegation or other disposition by Company, except as permitted herein, shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.4. Recovery of Fees by Prevailing Party

If any legal action, including, without limitation, an action for arbitration or equitable relief, is brought by one Party against the other Party relating to this Agreement or the breach or alleged breach hereof, the prevailing Party in any final judgment or arbitration award, or the non-dismissing Party in the event of a voluntary dismissal by the Party instituting the action, will be entitled to reimbursement from the other Party for the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

10.5. Non-Solicitation

During the Term and for a period of twelve (12) months thereafter, Company shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement on behalf of Antithesis. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement for the purposes of this Section.

10.6. Severability

If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity of other provisions of this Agreement will not in any way be affected thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

10.7. Waiver

Waivers, to be binding, must be made in writing, referring to the Agreement and signed by the Party whose right is waived. A waiver of a Party's breach of any provision of this Agreement will not operate as or be deemed to be a waiver of that Party's prior, concurrent or subsequent breach of that or any other provision of this Agreement.

10.8. Force Majeure

Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party.

10.9. Notices

Any notice or approval desired or required to be provided to a Party hereunder will be given to such Party in writing by personal delivery (notice deemed effective upon receipt), overnight messenger (notice deemed effective the business day after such messenger's acceptance (which acceptance must occur before such messenger's required deadline) for next business day service), mail (notice deemed effective three (3) days after mailing), facsimile transmission with follow-up copy by mail (notice deemed effective upon electronic confirmation of facsimile receipt), or e-mail (notice deemed effective upon receipt of a return e-mail, other than an automatically generated return e-mail, indicating that the e-mail notice has been received), addressed, in the case of Company, to the e-mail address associated with Company's account or stated in the Order Confirmation, and, in the case of Antithesis, to legal@antithesis.com. A Party may designate a substitute address by written notice to the other with the effectiveness of such notice governed by the terms of this Section. If the final day for giving notice is a Saturday, Sunday or nationally recognized holiday, then the time for giving such notice will be extended to the next business day.

10.10. Counterparts

Any amendment to, or other writing under, this Agreement that is signed by the Parties may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic, facsimile or scanned signatures shall have the same force as an original signature.

10.11. Entire Agreement

These Terms, together with the Order Confirmation, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior agreements or representations, oral or written, regarding such subject matter. If Company and Antithesis are parties to a separate signed agreement for access to the Platform, these Terms govern only the Subscription, and that separate agreement remains in effect for its own orders and is not superseded, amended or terminated by Company's acceptance of these Terms. Use by Company of shrink wrap agreements, click wrap agreements, Purchase Orders with pre-printed terms and similar acknowledgements shall specifically be of no force or effect and shall not serve to modify, amend or supersede this Agreement.

10.12. Amendments

This Agreement may be amended only by a writing signed by both Parties.

10.13. Controlling Language

The controlling language of these Terms is English. Company agrees to bear any and all costs of interpreters if necessary.

10.14. Headings

The headings to the sections of these Terms are used for convenience only.

10.15. Marketing

Company hereby grants to Antithesis a non-transferable, non-exclusive, non-sublicensable, royalty-free right and license to reference the Company by name and display the Company's logo in fulfillment of its obligations under these Terms and in promotional materials for Antithesis's business and services.

10.16. Export Control

Unless otherwise specified in writing, the Platform is intended strictly for domestic use in the United States. Company shall not, directly or indirectly, export, re-export, or release the Services, Platform or Technology to, or make the Services, Platform or Technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Company shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services, Platform or Technology available outside the United States. Notwithstanding the foregoing, nothing in this Section permits any access to or use of the Platform, Services, or Technology by, on behalf of, or for the benefit of any person, entity, or jurisdiction that is the target of comprehensive sanctions or trade embargoes administered or enforced by the United States (including the U.S. Office of Foreign Assets Control), the United Nations, the European Union, or the United Kingdom. The permissions granted in this Section apply only to the extent such access and use are permitted under, and at all times remain subject to, all applicable sanctions and export control laws. Neither Party shall take any action, nor omit to take any required action, which would cause the other Party to violate the Foreign Corrupt Practices Act of 1977, U.S. Office of Foreign Assets Control Regulations, the U.S. Export Administration Regulations, or other applicable anti-corruption or global trade regulation.

10.17. Government Restricted Rights

Use, duplication or disclosure by the United States Government, its agents, contractors, subcontractors, or employees is subject to all restrictions imposed by law, regulation or government directive including but not limited to those restrictions set forth in DFARS 252.227-7013 and 48 CFR 52.227-19, as applicable and applied to "Commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement. These Terms shall pertain to the government's use and disclosure of the Platform and/or Technology and shall supersede any conflicting contractual terms or conditions. If these Terms fail to meet the government's needs or are inconsistent in any respect with the federal law of the United States of America, the government agrees to return the Technology, unused, to Antithesis and immediately terminate the Agreement.

[End of Terms]