

Mimoto End User License Agreement

Terms of Use

Updated: December 1, 2025

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER” OR “YOU”), REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAS FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. “COMPANY” REPRESENTS MIMOTO, INC. AND ITS AFFILIATES, COLLECTIVELY REPRESENTED AS “COMPANY,” “WE,” OR “US.” IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT ASSENT AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE THE PRODUCTS OR SERVICES. THESE TERMS AND CONDITIONS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR USES THE PRODUCT OR SERVICE.

These Mimoto Terms and Conditions are the master agreement that cover all Mimoto Product and Services, but provisions regarding specific Product or Services apply only to the extent You have purchased, accessed, or used such Product or Services.

1. Definitions.

PRODUCT and **SERVICES**. “**PRODUCT**” collectively refers to the Mimoto Platform, Mimoto Console, Mimoto Rational Agent, Mimoto Continuous Verification, Mimoto Continuous CAPTCHA, and Mimoto Insights. “**SERVICES**” refers to any bug fixes, patches, new versions, or other improvements thereto (“**Updates**”) that Mimoto may make available to Customer. Mimoto will make certain components of the Product available to Customer for download. Mimoto will also make certain other components of the Product available to Customer on a hosted basis, and may provide Customer with certain technical assistance and consulting services (collectively, together with such hosting, the “**Services**”). “**Business Services**” collectively refers to Mimoto Websites, Apps, Social Media Pages, emails, and offline business interactions.

Additional Definitions.

“**Affiliate**” means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

“Agreement” means this End User License Agreement, its Terms and Conditions, with the possible addition of a Order Form or Statement of Work.

“API” means an application program (or programming) interface. The **“Mimoto API”** is the API foundation for Mimoto Products and Services.

“Biometric Data” is data that may be collected and processed to create an identifying Profile. Profiles are created in accordance with contractual requirements described in Mimoto’s Terms of Service. Collected and processed Biometric Data is human inputs, which may include keyboard, mouse and touch inputs. These are typing style indicators. The Mimoto does not use raw keystrokes.

“Compliance” or **“Compliant with”** references to the certifications Mimoto has achieved and/or the regulations that Mimoto follows. If a certification has been granted, this also means that the Company has a regular schedule of outside audits to confirm it is following utilizes required practices, processes, infrastructure, and software tools. Email support@mimoto.ai to request a copy of a specific Mimoto audit report.

Mimoto is SOC2 Type 1 compliant.



“Company” represents Mimoto, Inc. and its affiliates, collectively represented as **“Company,” “we,”** or **“us.”**

“Customer” means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these Mimoto Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer’s use of an Offering.

“Customer Contractor” means any individual or entity (other than a Mimoto Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering Mimoto’s Confidential Information.

“Customer Contractor Services” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“Documentation” means Mimoto’s end-user technical documentation included in the applicable Product or Services.

“Internal Use” means access or use solely for Customer’s own internal information security purposes, defined environment and/or use case. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by you and your Affiliates’ employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on your behalf and for your benefit.

“Mimoto Agents” are rational, semi-autonomous, services running on servers, desktops, containers, virtual machines, and other devices providing continuous recognition and policy enforcement.

“Mimoto Cloud Platform” is the collection of services backing the Mimoto API and the Mimoto Agents. This includes the Machine Learning platform, Profile services, integration services, and more.

“Mimoto Competitor” means a person or entity in the business of developing, distributing, or commercializing security products or services substantially similar to or competitive with Mimoto’s products or services.

“Mimoto Console” is the user experience foundation for Products and Services, it includes but is not limited to access to dashboard, reports, and configuration of reports.

“Mimoto Data” shall mean the data generated by the Mimoto Product or Services, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, Mimoto Data does not include Customer Data.

“Mimoto Javascript Library” is used when Mimoto services run embedded in applications, on webpages, in browsers or browser extensions for the purpose of continuous verification of person-based Profiles.

“Mimoto Tool” means any Mimoto proprietary software-as-a-service, software, hardware, or other tool that Mimoto uses in performing Professional Services, which may be specified in the applicable SOW. Mimoto Tools may include Mimoto’s products.

“Mimoto Profile” refers to the Machine Learning and Artificial Intelligence produce Profile that is matched with a specific human. The process of creating a Profile is patent pending.

“Order” means any purchase order or other ordering document (including any SOW) accepted by Mimoto or a reseller that identifies the following ordered by Customer: Product or Services, Product quantity based on Mimoto’s applicable license metrics (e.g., number of agents, number of Visa profiles created or managed, number of containers protected, or specific integrations), price and Subscription/Order Term.

“Personal Information” is information that identifies you as an individual or relates to an identifiable individual.

“Professional Services” means any professional services performed by Mimoto for Customer pursuant to an SOW or other Order.

“Statement of Work” or **“SOW”** means a mutually-agreed executed written document describing the Professional Services to be performed by Mimoto for Customer, deliverables, fees, and expenses related thereto.

“Subscription/Order Term” means the period of time set forth in the applicable Order during which: (i) Customer is authorized by Mimoto to access and use the Product, or (ii) Professional Services may be performed.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made by Mimoto to any Product and provided to Customer by Mimoto from time to time on an as available basis.

2. ACCESS & USE RIGHTS. Subject to the terms and conditions of this Agreement (including Mimoto’s receipt of applicable fees), Mimoto hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and license, during the Term, to access and use the Product solely for Customer’s Internal Business Use during the applicable Subscription/Order Term or Evaluation Term, unless otherwise stated in a contractual addendum, in accordance with this Agreement, and any documentation, usage limitations and instructions supplied by Mimoto. Customer’s access and use is limited to the quality in the applicable Order. For evaluation purposes, no more than ten (10) agents and five (5) profiles will be in use unless stated in a contractual addendum.

3. TITLE; INTELLECTUAL PROPERTY. Mimoto shall retain all right, title, and interest in and to the Product, and all copies, improvements, enhancements, modifications, and derivative works thereof, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights related thereto (collectively, **“Mimoto IP”**). Customer hereby irrevocably assigns and agrees to assign to Mimoto all right, title and interest in and to any Mimoto IP automatically upon the acquisition of such right, title and interest. Except for the license in Section 2, Mimoto and its licensors retain all right, title and interest in and to all Mimoto IP, and reserves all rights not expressly granted to Customer hereunder; and, no other rights are granted to Customer by implication, estoppel, statute, operation of law or otherwise.

4. CUSTOMER OBLIGATIONS AND RESTRICTIONS.

a. Customer will not, and will not permit anyone else to, directly or indirectly: (i) copy, reproduce, modify, create derivative works of, or distribute the Product; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence or organization of the Product or any Confidential Information (as defined below); (iii) rent, lease, or use any Product for or on behalf of any third party unless otherwise agreed to in writing by Mimoto; or (iv) remove, obscure or destroy any proprietary or confidential legends or markings in connection with the Product or any Confidential Information.

b. Customer hereby grants to Mimoto a non-exclusive, worldwide, perpetual, non-sublicensable (except to Customer's contractors acting on its behalf), transferable, and royalty-free license to use, reproduce, distribute and create derivative works of Licensed Data (as defined below) solely for the purposes of (i) providing the Services, and (ii) developing, operating and improving the Product and Mimoto's other products and services. "**Licensed Data**" means the raw data, material, content and information provided, transmitted, distributed, disclosed or otherwise made available by Customer to Mimoto under this Agreement, or in connection with the Product.

c. If Customer provides Mimoto with any comments, input or feedback regarding the features, functionality or performance of the Product, including regarding bugs or defects observed in the Product and suggestions for improvements to the Product and Services ("**Feedback**"), Customer hereby assigns and agrees to assign to Mimoto all right, title and interest in and to the Feedback, and any improvements and modifications conceived or made to the Product, Services or Mimoto's other products or services as a result of such Feedback, including all proprietary and intellectual property rights in the foregoing. Mimoto may use, modify, disclose, reproduce, license or otherwise distribute, and exploit the Feedback as it sees fit, entirely without obligation, accounting to Customer or restriction of any kind.

d. Customer will cause its users to comply with the applicable terms and conditions of this Agreement in connection with any access to or use of the Product and Services.

e. Customer is responsible for the installation of the downloadable components of the Product, and for acquiring and maintaining all software, hardware and services (other than the Services) necessary to access or use the Product.

5. **TERM.** The term of this Agreement (the "**Term**") begins on the Effective Date, which is the date You have confirmed by clicking, checking a box, or placing an order. Its Terms remain active for twelve (12) months, or twelve (12) months after Customer has stopped being active with the Mimoto Product or Services. Unless mutually agreed otherwise in writing during the Term, Customer must stop accessing and using the Product at the end of the Term.

6. **TERMINATION.** Either Party may terminate this Agreement upon written notice to the other Party, if the other Party has materially breached its terms or conditions, and such breach remains uncured fifteen (15) days' after such notice. Mimoto may also suspend or restrict Customer's rights in or access to the Product, in whole or in part, if Mimoto reasonably believes that Customer has violated this Agreement. Upon any expiration or termination of this Agreement, (a) the licenses granted to Customer will immediately terminate, (b) Customer will immediately cease all access to and use of the Product, and permanently uninstall and delete any downloaded components of the Product, and Customer acknowledges that it may no longer have access to any Licensed Data, and (c) except to the extent necessary for each Party to exercise its surviving rights under this Agreement, each Party will promptly return or permanently destroy, at the disclosing party's request, any of the disclosing party's Confidential Information in its possession or under its control. Customer acknowledges that it may no longer have access to certain Licensed Data upon such expiration or termination. Upon either Party's

reasonable request, the other Party will certify that it is in compliance with the foregoing. Sections 3, 5(b)–(d), and 7–14 will survive any expiration or termination of this Agreement.

7. WARRANTIES; DISCLAIMER.

a. **No Warranty for Pre-Production Versions.** Any pre-product feature or version of a Service provided to Customer is experimental and provided “AS IS” without warranty of any kind and will not create any obligation for Mimoto to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Service. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Mimoto regarding future functionality or features.

b. **Evaluation.** If Customer engages with the Mimoto [online trial](#), or if Mimoto approves Evaluation use of the Mimoto Product for evaluation (“Evaluation Product”), the terms herein applicable to Products also apply to the evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is fourteen (14) days unless mutually agreed upon by You and Mimoto, provided that either Mimoto or You can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided “AS-IS” without warranty of any kind, and Mimoto disclaims all warranties, support obligations, and other liabilities and obligations for Evaluation Product; and (iii) Customer’s access and use is limited to Internal Use by Customer employees only. You can request evaluation support and best practices guidance by emailing support@mimoto.ai.

c. By clicking, checking a box, or placing an order, You confirm to have full corporate power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; and (iii) its execution of this Agreement and the performance of its obligations under this Agreement do not and will not violate any contractual or other restrictions applicable to it, and will be in compliance with all applicable laws, rules and regulations.

d. Customer represents and warrants that: (i) the Licensed Data is not unlawful or tortious, and Customer owns or has procured sufficient license, right, consent and permission to provide the Licensed Data to Mimoto for use as set forth in this Agreement; (ii) the Customer shall, in connection with its use of the Product, comply with all applicable laws, rules and regulations (including privacy laws) or any obligations or restrictions imposed by third parties; and (iii) the Licensed Data, including Mimoto’s use thereof in accordance with this Agreement, does not and will not infringe, misappropriate or otherwise violate any intellectual property or other proprietary rights of any third party, including any privacy rights.

e. THE PRODUCT, ANY SERVICES, AND ALL CONTENT AND MATERIALS AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PRODUCT AND THE SERVICES. MIMOTO AND ITS LICENSORS DO NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER'S NEEDS OR WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. MIMOTO DOES NOT REPRESENT OR WARRANT THAT ACCESS TO LICENSED DATA WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE OR THAT LICENSED DATA WILL NOT BE SUBJECT TO DAMAGE, CORRUPTION, DESTRUCTION OR LOSS. Without limitation of the generality of the foregoing, Mimoto hereby disclaims any and all liability for any damage to or other impact on Customer's equipment, hardware, software, data or other information or materials, whether or not caused by or related to (either directly or indirectly) Customer's use of the Product or Services. Mimoto may add, remove or modify any feature or functionality of the Product, at any time and without notice.

8. INDEMNIFICATION. Customer will defend, indemnify and hold harmless Mimoto and its directors, officers, employees, licensors, contractors and representatives from and against any and all third party claims, actions, suits, investigations, or proceedings, and any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer's breach of any of its warranties under this Agreement; (b) the Licensed Data or Mimoto's use of the Licensed Data in accordance with this Agreement; and (c) Customer's use of the Product (excluding any third party claim to the extent arising from the infringement of such third party's intellectual property rights by the Mimoto IP as made available by Mimoto to Customer and used by Customer in compliance with this Agreement and applicable law).

9. LIMITATION OF LIABILITY. IN NO EVENT WILL MIMOTO OR ANY OF ITS LICENSORS BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS, OR DAMAGE, LOSS OR OTHER COMPROMISE OF DATA ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PRODUCT EVEN IF MIMOTO OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, MIMOTO'S LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO MIMOTO DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

10. CONFIDENTIALITY. "Confidential Information" means the terms of this Agreement, trade secrets or other confidential or proprietary information contained within the Product, and other information (i) identified by either Party as confidential at the time of disclosure or (ii) that a

reasonable person would consider confidential due to its nature and circumstances of disclosure. Confidential Information of Mimoto includes the Product and all Feedback. Each Party will maintain all Confidential Information of the disclosing party in confidence and not disclose any such Confidential Information to a third party or use such Confidential Information except as permitted under this Agreement. Each receiving party will take all reasonable precautions necessary to ensure that the Confidential Information of the other Party is not disclosed by the receiving party or its employees, agents or users to any third party, using a degree of care that is at least as protective as the care it uses to maintain the confidentiality of its own confidential information of similar importance (and in no event less than a reasonable degree of care). Each Party agrees to immediately notify the other Party of any unauthorized access to or disclosure of the Confidential Information of the disclosing party. The obligations related to Confidential Information in this Section 11 will not apply to information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession before receiving it from the disclosing party through no breach of an obligation of confidentiality or other restriction on disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without the use of the other Party's Confidential Information, as shown by the receiving party's written contemporaneous documentation. The receiving party agrees that any breach of this Section 11 may cause irreparable harm to the disclosing party, and the disclosing party will be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.

11. **ASSIGNMENT.** Customer will not assign, subcontract or delegate this Agreement or any rights, duties or obligations hereunder (in whole or in part), to any other person or entity without the prior written consent of Mimoto. An equity sale or purchase, merger (including by operation of law) or other change of control will be considered an assignment for purposes of this Section 12. Mimoto may assign, subcontract or delegate this Agreement or any rights, duties or obligations hereunder without restriction. Any assignments in violation of this provision will be null and void.

12. **GOVERNING LAW; DISPUTES.** This Agreement is made under and will be governed by the laws of the State of New York and the federal laws of the United States, excluding choice of law principles. Any dispute arising under or relating to this Agreement will be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any hearings will be held telephonically unless the arbitrator determines that an in-person hearing is required, in which case the location of any such hearing will be in San Francisco, California, United States, or such other location as may be agreed by the Parties. The arbitrator for any dispute will be selected according to the Commercial Arbitration Rules of the American Arbitration Association and will have experience with intellectual property licensing agreements. The award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator will be shared by the Parties. Notwithstanding the foregoing, each Party has the right to seek injunctive or other equitable relief in connection with any matter based upon or arising out of this Agreement in any forum having proper legal jurisdiction over such matter.

13. **GENERAL.** This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement may be amended only by a writing executed by the Parties. The English language is the governing language of this Agreement. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and all the remaining provisions of this Agreement will remain unimpaired. Failure by either Party to complain of any act or failure to act of the other Party, or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. The word "including" means "including without limitation". The word "or" means "and/or".



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and Mimoto, Inc. ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the state of Delaware, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation



If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

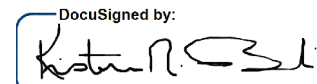
Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government.



Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

Supplier: Mimoto, Inc.

DocuSigned by:

45F5C175DCDB426...
Signature (Supplier)
Print Name: Kristene M. Bondi
Title: CEO
Date: 10/30/2025

Vertosoft LLC

DocuSigned by:

By: _____
B85871DC292A47C...
Print Name: Jay Colavita
Title: President
Date: 10/30/2025