portal26

SaaS Subscription Agreement

THIS SAAS SUBSCRIPTION AGREEMENT IS A BINDING AGREEMENT GOVERNING CUSTOMER'S ACQUISITION, ACCESS TO AND USE OF, THE SERVICES AND CUSTOMER'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES RELATED THERETO. THIS AGREEMENT ("AGREEMENT") CONSISTS OF: (I) THIS SAAS SUBSCRIPTION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS SET FORTH BELOW; (II) ALL ORDER(S); AND (III) ALL DOCUMENTS REFERENCED HEREIN OR LINKED TO FROM THE LINKS PROVIDED IN THIS AGREEMENT. "CUSTOMER" MEANS THE CUSTOMER PERSON OR ENTITY SET FORTH IN THE APPLICABLE ORDER. "PORTAL26" MEANS PORTAL26, INC., A DELAWARE CORPORATION, WITH OFFICES AT 15732 LOS GATOS BLVD, SUITE 3054, LOS GATOS, CA 95032. EACH OF CUSTOMER AND PORTAL26 MAY BE REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

BY SIGNING AN ORDER OR ACCESSING OR USING ANY PORTION OF THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE ORDER OR IN ANY OTHER DOCUMENT REFERENCED HEREIN OR LINKED TO FROM THE LINKS PROVIDED IN THIS AGREEMENT. THE PERSON(S) SIGNING THE ORDER(S) FOR CUSTOMER OE OTHERWISE AGREEING TO THE TERMS OF THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENT THEY: (I) ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT; (II) HAVE COMPLETE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT; AND (III) ARE AGREEING TO ALL TERMS OF THIS AGREEMENT ON BEHALF OF CUSTOMER. IF SUCH PERSON(S) DO NOT HAVE SUCH POWER AND AUTHORITY AND/OR DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, NEITHER SUCH PERSON(S) NOR THE CUSTOMER, NOR ANY OF CUSTOMER'S USERS MAY ACCESS OR USE THE SERVICES.

You may not, without Portal26's prior written consent, access or use the Services: (i) if you are a direct competitor of Portal26; or (ii) to monitor the availability, performance or functionality of the Services; or (iii) for any other benchmarking or competitive purposes.

These terms were first implemented online on February 16, 2026. This Agreement is effective between Customer and Portal26 as of the date upon which the applicable Order was entered into or upon the date that Customer or any of its Users first accessed the Services, whichever is earlier (the "Effective Date"). Portal26 may update these terms from time to time. Customer's or its Users' continued use of the Services after any updates have been made to any terms of this Agreement will constitute Customer's acceptance of and agreement to such updates.

Background

Portal26 offers an AI governance platform designed to enable responsible AI usage within an organization by managing the risk of: (i) employees' use of AI to the enterprise; and (ii) AI training data violating security and privacy policies. Customer, via a mutually-executed Order, acquires a subscription to use, and to have Portal26 provide Customer with access to one or more of Portal26's AI governance solutions as identified in the Order.

Accordingly, in consideration of the mutual terms and conditions set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as set forth in this Agreement.

Terms and Conditions

1. Definitions. In addition to terms defined elsewhere in this Agreement or in the applicable Order, the following terms will have the following meanings:

(a) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

(b) "Documentation" means Portal26's user documentation for the Services made available by Portal26 to Customer, as updated from time to time.

(c) "Network User" means any person within Customer's organization that can access the internet.

(d) "Order" means the one or more order schedules incorporated into this Agreement on the Effective Date, or subsequently added to this Agreement by mutual written agreement of the parties, describing the applicable Services ordered. Each Order constitutes a separate and independent contractual obligation between Customer and Portal26 and is governed by this Agreement.

(e) "Platform User" means a named individual to whom Customer has supplied a user identification and password in order to login to the Services.

(f) "Service(s)" means Portal26's AI governance solutions(s) identified in the applicable Order(s) hosted and maintained by Portal26, the Support Services and any other Services provided by Portal26 under this Agreement.

(g) "Territory" means the United States of America unless otherwise set forth in the applicable Order.

(h) "User" means Platform Users and Network Users.

2. Access and Use of the Services; Term.

(a) Services Subscription. During the term of the applicable Order and subject to the payment of the applicable, annual subscription fee and other fees set forth in the applicable Order, Portal26 grants Customer a non-exclusive, non-transferable and non-assignable subscription to use the Services (i) in the Territory, (ii) in accordance with the terms and conditions set forth in this Agreement, and (iii) subject to any additional terms set forth in the applicable Order (which shall take precedence and control over any conflicting terms of this Section).

(b) Each Order will continue for the "Initial Term" stated therein. At the end of the Initial Term (or where applicable, a Renewal Term), the Order will automatically extend for a further 1 year period (a "Renewal Term"), unless either party shall notify the other in writing no less than 30 days prior to the end of the Initial Term (or where applicable a Renewal Term) of its intention not to so renew. Portal26 may adjust the annual SaaS Fee for each Renewal Term upon at least 60 days' notice to Customer prior to the new Renewal Term.

(c) General Use. Customer is authorized to access and use the Services (i) only for Customer's internal business purposes; and (ii) only acting through the employees, officers, directors, agents and independent contractors of Customer. The Services shall not be used on data, programs or information which are not owned or legally licensed by Customer. Customer shall be directly liable to Portal26 for any breach of this Agreement by its third party contractors.

(d) Restrictions. Customer shall not (and shall not allow any user or third party to) (i) decompile, disassemble, or otherwise reverse engineer the Services or attempt to discover any source code or underlying ideas or algorithms of the Services, (ii) remove any Service identification, copyright or other notices embedded within the Services, (iii) modify or create a derivative work of the Services (except as otherwise expressly authorized by Portal26 in writing), (iv) remove or export any Services in violation of applicable laws or regulations, or (v) relicense, provide, lease or lend the Services to any third party, or use the Services for timesharing or service bureau purposes.

(e) Information Security. Portal26 utilizes best industry data security practices as outlined in its SOC 2 Type 2 audit report ("Best Industry Security Practices"). During the term of this Agreement, Portal26 will employ and maintain Best Industry Security Practices for all Customer Data. Portal26's Information Security and Privacy Exhibit can be found at https://portal26.ai/contracts.

(f) Customer Data.

i. As between the parties, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

ii. Portal26 shall only use the Customer Data in order to provide the Services to Customer pursuant to the terms of this Agreement.

iii. In the event this Agreement or any Order is terminated, if requested by Customer, Portal26 will provide a file of all then-current Customer Data within 30 days of termination of the Agreement or the Order Form, as applicable. Customer agrees and acknowledges that Portal26 may delete such Customer Data 30 days after termination. Upon termination of this Agreement, Customer's right to access or use Customer Data in the Service will immediately terminate.

(g) No Training on Customer Data. Portal26 will not use Customer Data to train, refine, fine-tune, or distill any AI model or asset.

(h) Ownership of the Services. As between the parties, Portal26 shall retain all rights, title and interest in and to the Services including all modifications, derivative works or improvements, and all related intellectual property rights.

(i) Suggestions. Customer grants Portal26 a royalty-free, worldwide, irrevocable, perpetual license to use, aggregate, alter or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its employees and agents.

3. Users; Customer Responsibilities.

(a) Users. Users may include, for example, Customer's employees, consultants, contractors, and agents, and third parties with which or with whom Customer transacts its business using the Services. Platform User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer require use of the Service). Customer will assign its Users user identifications and log-in IDs ("User IDs"). Customer will also assign its Users an applicable level of privileges for use of the Services. Customer is responsible for all activities that occur under its and its Users' User IDs and shall immediately notify Portal26 of any unauthorized use of any User ID or any other known or suspected breach of security.

(b) Access to Use the Services. Except as otherwise agreed by the parties in writing: (i) Customer is responsible for all facilities, hardware, and software necessary to access the SaaS Services; (ii) Customer is responsible for the development of all interfaces between its systems and applications and the Services; and (iii) Customer is responsible for implementing and testing any changes to its systems necessary to make calls to the Services.

4. Support Services and Service Levels.

(a) Support Services. During the term of the applicable Order, Portal26 will provide the maintenance and support services as detailed in the Support Services, Disaster Recovery and Data Backup Policy Exhibit, which can be found at https://portal26.ai/contracts. Fees for Support Services are included in the annual fees.

(b) Service Levels. Portal26 will provide the Services in conformity with the service levels set forth in the Service Levels Exhibit, which can be found at https://portal26.ai/contracts.

(c) Additional Services. Services that are not specifically identified in this Agreement or the applicable Order are not included.

5. Confidentiality. The parties agree that (i) the Customer Data is Customer's confidential property, (ii) the Services, Documentation, pricing, discounts and the material terms of this Agreement are the confidential property of Portal26, and (iii) any other confidential business, technical, financial or other information disclosed by one party to the other pursuant to this Agreement is the confidential information of the disclosing party which is either marked "confidential" (or similar legend) or which a reasonable person should know is confidential given the nature of the information (collectively, "Confidential Information"). Each party agrees to only use the Confidential Information of the other party in a manner consistent with this Agreement. This Agreement does not transfer to a party any title to or ownership rights in the other party's Confidential Information. Each party shall exercise reasonable care to protect the confidentiality of the other's Confidential Information. Each party shall use reasonable efforts to ensure that the other's Confidential Information shall not be disclosed to, or used by, any person, association or entity except the party's employees and consultants who have confidentiality obligations consistent with this section, and then only to the extent necessary for the permitted use of the other's Confidential Information and consistent with the protection required by this Section. If a party transfers information to the other party that includes any personally identifiable information, the transferring party warrants that it has all required consents to transfer such information. Notwithstanding anything in this Agreement to the contrary, Confidential Information shall not include information which is previously known to the other party without obligation of confidence or without breach of this Agreement; is publicly disclosed (other than by the recipient) either prior to or subsequent to the recipient's receipt of such information; is rightfully received by recipient from a third party without obligation of confidence; or is developed independently of the Confidential Information. The restrictions of this Section shall apply for the greater of (i) the term of this Agreement and for two years thereafter, (ii) the time period dictated by any applicable law, statute or regulation, or (iii) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.

The recipient, with prior written notice to the discloser, may disclose such Confidential Information to the minimum extent it is required to be disclosed pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to seek appropriate confidential treatment or a protective order, or to assist the other party to do so.

6. Warranties; Remedies.

(a) Services Warranties and Remedy. Portal26 warrants to Customer that the Services will perform in material conformance with the Documentation during the term of the applicable Order. Portal26 shall repair or replace a Service that does not perform as warranted in this Section or, if Portal26 is not able to do so, then Portal26 will refund Customer the applicable fees paid for the affected Services in the previous twelve months. The remedies set forth in this Section shall be Customer's sole remedies with respect to a breach by Portal26 of the Service warranty set forth in this Section.

(b) Mutual Warranties. Each party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.

(c) Disclaimer**.** EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, ALL OTHER WARRANTIES AND REPRESENTATIONS CONCERNING SERVICES, SUPPORT SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Payment Terms; Expenses; Taxes.

(a) Due Date; Late Payments. Portal26 shall invoice the SaaS Fee for the then-current term upon execution of the applicable Order, unless otherwise stated in the Order. All annual fees are payable in advance at the beginning of the then current term. All payments to Portal26 are due within thirty days after the date of Portal26's invoice. If any amount is not paid upon the due date, Portal26 may suspend access to the Services and will be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month or the highest rate allowed under the law, whichever is lower from and after the date the amount was due. If Customer requires a purchase order be referenced on Portal26's invoice in order to process payment, then it remains the Customer's responsibility to provide such number to Portal26. If the date on the Customer's purchase order is different than the effective date of the Order, then the date on the Order shall supersede the date of the purchase order for payment purposes.

(b) Taxes. Customer shall pay all international, federal, state, or local tariffs, duties, withholdings, and taxes (other than taxes on Portal26's net income), including, without limitation, sales, use, excise, privilege, ad valorem, and property taxes, or amounts in lieu thereof, based on any fees or charges payable under this Agreement or based on the Services, their use, or any Support Services performed hereunder, whether such tariffs, duties, or taxes are now or hereafter imposed by those jurisdictions.

8. Indemnity.

(a) Infringement Indemnification. Portal26 agrees to defend or settle, at Portal26's option and expense, any third-party claim against Customer alleging that Customer's authorized and proper use of the Services constitutes an infringement of any patent, copyright, or trade secret enforceable in the Territory, and Portal26 agrees to indemnify Customer from any approved settlement or judgment against Customer related to such claim. Portal26 shall have no indemnification obligations to the extent any claim results from (i) use of the Services in combination with any other hardware or software supplied by any third person or entity other than Portal26 that is not listed in the Documentation; or (ii) any alteration or modification of the Services not provided by Portal26.

(b) Additional Service Remedies. In addition to the remedies described above, Portal26 may, at its option: (1) repair or replace the Services so as to make them non-infringing**,** or (2) procure the rights for Customer to continue using the applicable Services, or (3) if Portal26 determines that neither (1) nor (2) is commercially practicable, terminate the subscription to the applicable Service and promptly refund a pro rata portion of Customer's prepaid fees. THE REMEDIES SET FORTH IN SECTIONS 8(a) AND 8(b) ARE CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY CLAIM SUBJECT TO THIS SECTION.

(c) Customer Indemnity. Customer agrees to defend or settle, at Customer's option and expense, any third-party claim against Portal26 alleging that any Customer Data violates any third party intellectual property or privacy right. Customer shall indemnify

Portal26 from any approved settlement or final judgment against Portal26 related to such claim.

(d) Process. As an express condition to the foregoing indemnity obligations, the party seeking indemnity shall (i) promptly notify the indemnifying party in writing of any indemnifiable claim (a "Claim"); (ii) allow the indemnifying party, at its own expense, to direct the defense of the Claim; (iii) give the indemnifying party all information and assistance the indemnifying party considers reasonably useful to defend the Claim; and (iv) not enter into any settlement of any Claim without the indemnifying party's written consent.

9. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS (EXCLUDING ANY PORTION OF THE FEES PAYABLE TO PORTAL26 WHICH REPRESENT PROFITS) WHETHER IN CONTRACT, TORT OR SERVICE LIABILITY, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT LOSS OR DAMAGE IN EXCESS OF THE AMOUNTS PAYABLE BY CUSTOMER FOR THE APPLICABLE SERVICE GIVING RISE TO THE CLAIM IN THE PREVIOUS TWELVE MONTHS**.** FOR CLARITY, NOTHING IN THIS SECTION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY ANY FEES PROPERLY DUE AND PAYABLE PURSUANT TO THE TERMS OF THIS AGREEMENT.

10. Termination.

(a) Termination for Material Breach. Either party may terminate this Agreement and all Service subscriptions, upon a material breach of the Agreement, if the breaching party does not cure the breach within thirty days after receipt of written notice from the non-breaching party specifying the breach. Failure to pay fees is considered a material breach by Customer. Termination by either party for breach shall not release the other party from any liability to the non-breaching party for such breach.

(b) Termination upon Insolvency. Either party may terminate this Agreement effective immediately by giving written notice to the other party if: (i) the other party becomes insolvent or admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors; (ii) a petition under any bankruptcy act is filed by the other party; or (iii) such a petition is filed by any third party or an application for a receiver of the other party is made by anyone and such petition or application is not dismissed within sixty days.

(c) Effect of Termination and Expiration of an Order. Upon any termination of this Agreement or termination or expiration of an Order: (i) all rights and subscriptions granted to Customer under the affected Order(s) shall immediately terminate, and (ii) Customer will permanently purge all copies of the Documentation. If Portal26 terminates an Order or this Agreement for a material breach by Customer, then all unpaid fees due under the affected Order covering the remainder any committed portion of the Order will accelerate and become due and payable. If Customer terminates an Order or this Agreement for a material breach by Portal26, then Portal26 will refund any pre-paid, unused fees for the remainder of the then-current term under the terminated Order. Termination or expiration of an Order without termination of the Agreement will not affect any other outstanding Orders.

11. General Provisions.

(a) Amendments. Except as otherwise specifically set forth in this Agreement, this Agreement may not be amended or modified except in a writing signed by both parties, and any attempt at oral modification shall be void and of no effect. Notwithstanding the foregoing, Portal26 may unilaterally amend or update any Exhibit or Portal26 policy from time to time in its sole discretion.

(b) Entire Agreement. This Agreement, including any Orders, contains all the understandings between the parties on the subject matter of this Agreement and supersedes any prior oral or written understandings. There are no other inducements, warranties, representations or agreements regarding the matters herein between the parties except as set forth in this Agreement. If a purchase order or similar document is required by Customer, the parties agree that any additional terms shall not become part of the Agreement and are deemed rejected.

(c) Incorporation by Reference. All Orders and Exhibits referenced in this Agreement are hereby incorporated by reference and made a part of this Agreement.

(d) Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law provisions. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party. The parties submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this

Agreement shall be brought in the United States District Court for the Northern District of California or the state courts of the State of California. The parties specifically exclude the United Nations Convention on Contracts for the International Sale of Goods.

(e) Waivers. The failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.

(f) Interpretation. If any provision of this Agreement is declared void or unenforceable for particular facts or circumstances, such provision shall remain in full force and effect for all other facts or circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

(g) Notices. Any notice required or permitted to be given by either party under this Agreement shall be provided in writing to the other party to the address set forth in the Order and shall be personally delivered or sent by nationally recognized overnight commercial courier service (e.g., UPS, FedEx) to the other party at such address, or such new address as may from time to time be supplied hereunder by the parties.

(h) Assignment. Neither this Agreement nor any rights, subscriptions, or obligations hereunder, may be assigned by either party without the prior written consent of the other party, provided such approval shall not be unreasonably withheld or delayed. Notwithstanding, either party may assign this Agreement without consent upon the sale of all or substantially all its assets, merger, or reorganization. Any attempted assignment in violation of this Agreement shall be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.

(i) Relationship of the Parties. Each party is an independent contractor in the performance of this Agreement. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

(j) Force Majeure. Neither party to this Agreement shall be liable for delays or failures in performance (other than payment of money for breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party.

(k) Reference. During the term of this Agreement, Customer grants Portal26 a limited, non-exclusive right to place Customer's trademarks and logos on Portal26's web site and marketing materials solely for the purpose of identifying Customer as a customer of the Services.

(l) Survival. Upon termination of this Agreement, the provisions of this Agreement concerning the ongoing interests of the parties shall continue and survive in full force and effect including, without limitation, Sections 5 through 11.