

**Statement of the Pindrop® Pulse Warranty
PINDROP SECURITY, INC.**

Statement of the Pindrop® Pulse Warranty

Effective May 22, 2024

This Statement of the Pindrop Pulse Warranty (“**Warranty Statement**”) describes the terms and conditions applicable to the product warranty made available by Pindrop Security, Inc. (“**Pindrop**”) to the Company (defined below) in connection to its subscription to the Pindrop® Pulse technology under the applicable order or similar purchase document (the “**Order**”) between the parties. Unless expressly defined in the definitions set forth in Section 10 (Definitions) below, all other capitalized terms will have the meaning ascribed to them in the Master Agreement.

Pindrop’s products and services are designed to offer protection against various types of fraud attacks in the call center. With the introduction of the Pindrop® Pulse technology, as an add-on to the full Product Suite, Pindrop now offers its customers technology designed to detect and alert against synthetic voice fraud attacks in the call center. The efficacy of this new technology to combat synthetic voice fraud has led to Pindrop offering the Pindrop Pulse Warranty at no additional cost to customers as part of a standard 3-year subscription to the Pindrop Pulse technology and a subscription to the full Product Suite. The intent of this warranty is to reimburse Pindrop’s customers only for the losses they incur due to a defect or failure in the Pindrop Pulse technology to detect synthetic voice fraud, subject to the terms and conditions set forth below.

1 Scope. This Pulse Warranty is limited and provided solely by Pindrop Security, Inc. and its affiliates, and only applies to the Company’s subscription to the Pindrop Pulse technology when such technology is deployed as part of the complete Product Suite. This Pulse Warranty is only available to Pindrop customers located in the United States and Canada and is not transferable. This Warranty Statement is not in effect until expressly incorporated into an Order executed by Pindrop and Company.

2 Pulse Warranty.

2.1 The Limited Warranty. During the Warranty Period, if the Pindrop Pulse technology, when implemented as part of the Product Suite, fails to alert the Company of the occurrence of Synthetic Voice Fraud for a Call (*i.e.*, the Product Suite generated all five scores within the Warranty Score Thresholds set forth in **Attachment A** for such call) (an “**Error**”), and due to such Error the Company experiences a Fraud Loss Event, Pindrop agrees that it will reimburse Company for its Lost Funds resulting from such Error and Fraud Loss Event, subject to the terms in this Warranty Statement (the “**Pulse Warranty**”). Pindrop is not responsible for, and the Pulse Warranty does not cover any Errors or Fraud Loss Events that arise from, are caused by or result from any reasons described in Section 4 (Warranty Exclusions) below.

2.2 Term. This Warranty Statement and the Pulse Warranty are only valid during the Warranty Period.

2.3 Reimbursement Cap. With respect to the Pulse Warranty, Company agrees that its sole and exclusive remedy against Pindrop, and Pindrop’s entire liability related thereto, will be to seek reimbursement of its Lost Funds, subject to the terms and conditions in this Warranty Statement, up to a maximum aggregate amount not to exceed the applicable Reimbursement Cap set forth in Table 1 below. Company agrees the aggregate amounts reimbursed to Company under this Warranty Statement for one or more Eligible Fraud Loss Events will not exceed the applicable Reimbursement Cap set forth in Table 1 above for each applicable Warranty Period.

TABLE 1	
Company’s annual Baseline Subscription call volume for Pindrop Pulse on the date of the Synthetic Fraud Call	Reimbursement Cap for the Warranty Period (USD)*
Up to 10,000,000	\$100,000
10,000,001 – 50,000,000	\$250,000
50,000,001 – 100,000,000	\$500,000
100,000,001 and above	\$1,000,000

*** Aggregate reimbursement for multiple Eligible Fraud Loss Events will not exceed the Reimbursement Cap.**

2.4 Related Fraud Loss Event. Each Fraud Loss Event that forms part of a Related Fraud Loss Event will be deemed to have the Event Date of the earliest Fraud Loss Event or Pre-existing Incident (if applicable) that forms part of the Related Fraud Loss Event. All Lost Funds resulting from a Related Fraud Loss Event are subject to the terms, conditions, exclusions and Reimbursement Caps in effect on the Discovery Date of the first discovered Fraud Loss Event that forms part of the Related Fraud Loss Event.

2.5 No Third-Party Beneficiaries. This limited Pulse Warranty extends only to Company for its Lost Funds and does not extend to any third parties (including, but not limited to, suppliers, service providers, Account Holders, employees or agents of Company) or any of such third parties’ losses or damages. Further, this Warranty Statement is not intended to and will not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with the Pulse Warranty or any provision contained or contemplated within this Warranty Statement. For the avoidance of doubt, only Company has the right to enforce this Warranty Statement, or pursue Reimbursement Requests relating to it, against Pindrop. Company is prohibited from publicizing, advertising, marketing or otherwise making any representation or guarantee with respect to the Pulse Warranty, this Warranty Statement, or any Reimbursement Request. In the event of Company’s breach of this Section 2.5 (No Third-Party Beneficiaries), Pindrop may, at its sole discretion and without further cause, deny all

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pending, current and future Reimbursement Requests, as defined in Section 5.1.1 (Notification), and immediately terminate this Warranty Statement, without any further liability to Company.

3 Warranty Conditions.

3.1 Score Thresholds Met. The Pulse Warranty requires that the Pindrop Scores delivered via the Product Suite to Company for the Synthetic Fraud Call were within the Warranty Score Threshold described in **Attachment A** to be eligible for reimbursement.

3.1 Call Recording Required. The Pulse Warranty requires that Company provide Pindrop a copy of, or access to, a recording of the Synthetic Fraud Call to permit Pindrop to assess the presence of Synthetic Voice Fraud and further improve and develop the intelligences and models related to the Pindrop® Pulse technology. Related to this purpose, Pindrop recommends that Company modify call recording retention settings sufficiently to ensure a copy of the call recording is still available as of the Discovery Date of a Fraud Loss Event.

3.2 Company's Policies and Procedures. Company agrees that at all times during the Warranty Period, it will: (i) have written Fraud Protection Policies and Procedures that are in compliance with applicable laws and regulations and commercially reasonable industry standards applicable to all means utilized to access Account Holder accounts and account data or initiate transactions on such accounts, including without limitation inbound calls and its call center operations; (ii) regularly manage, monitor, maintain and update such documented Fraud Protection Policies and Procedures; and (iii) as part of its documented Fraud Protection Policies and Procedures, track all history of fraudulent transactions with respect to all accounts of Account Holders and implement additional identity, validation or screening process for such accounts with a history of suspected or known fraud.

3.3 Cooperation. During the entirety of the Warranty Period, Company must reasonably cooperate with Pindrop, including without limitation, by implementing all reasonable remediation steps provided by Pindrop, and providing all reasonably requested information during the reimbursement review process as well as complying with the reimbursement request process set forth in Section 5 (Warranty Process).

3.4 MSA Compliance. In order to receive reimbursement for Lost Funds under the Pulse Warranty, Company must ensure it is in compliance with the Master Agreement, including without limitation, any payment obligations for Company's subscription to the Product Suite.

4 Warranty Exclusions.

4.1 Pindrop Pulse Alerted Risk. The Pulse Warranty will not apply when the Pindrop Scores generated for a Synthetic Fraud Call fall outside the Warranty Score Thresholds defined in **Attachment A**, the Product Suite will be deemed to have notified Company of the risk of fraud and Pindrop shall bear no responsibility whatsoever associated with the actions or inactions by Company thereafter related to the Synthetic Fraud Call, or any Lost Funds incurred by Company associated therewith.

4.2 Actions Outside of Pindrop's Control. Pindrop is not responsible for, and the Pulse Warranty does not cover, any Errors or Fraud Loss Events that arise from, are caused by, or result from any reason outside of Pindrop's control, including but not limited to: (i) unplanned outages or general unavailability of the Product Suite due to the actions or inactions of a third-party (e.g. distributed-denial-of-service (DDoS), ransomware, and similar attacks); (ii) any claim initiated by or involving Account Holders or Personnel falsely alleging the presence or use of Synthetic Voice Fraud (i.e. first-party fraud); (iii) Company's failure to take proper action after receiving an alert or other failure to use and operate the Product Suite in accordance with Pindrop's Documentation; (iv) the Call as delivered to the Product Suite did not contain the requisite minimum voice, audio and metadata reasonably necessary to produce the Pindrop Scores described in **Attachment A**; (v) the automated number identifier (i.e., caller's phone number) associated with a Synthetic Fraud Call did not have an Enrolled Authentication Profile at the time the call was received; (vi) the Product Suite has been disabled, limited, restricted or otherwise prevented from functioning properly or in accordance with Pindrop's Documentation by anyone other than Pindrop; (vii) the individual Call was not analyzed by the Product Suite; (viii) Company was not using the latest updates or upgrades to the features, tools, API's, software, services, modeling, and other components of the Product Suite after having been notified by Pindrop of availability of such updates or upgrades; (ix) Company failed to comply with its obligations in Section 3.2 (Company's Policies and Procedures) and 3.3 (Cooperation); and (x) Excluded Events/Incidents.

4.3 Pindrop Stored Call Recordings. If Pindrop stores call recordings on behalf of Company, where Pindrop receives a Reimbursement Request and the call recording has been deleted due to retention requirements of Company, unless Company can provide another copy of the Synthetic Fraud Call recording, the Reimbursement Request will be rejected and not eligible for Payment.

4.4 Condition Failure. Company will not be eligible for reimbursement under the Pulse Warranty, and Pindrop will bear no liability to Company otherwise, if any of the conditions set forth in Section 3 (Warranty Conditions) are not met, any of the exclusions in this Section 4 apply or are otherwise not complied with during the Warranty Period.

4.5 Expiration. The Pulse Warranty is only valid during the Warranty Period. Company will not be eligible for reimbursement under the Pulse Warranty, and Pindrop will bear no liability to Company otherwise, for any Reimbursement Request received after termination or expiration of the Subscription Term of the Pindrop Product Suite, or any component thereof.

5 Warranty Process.

5.1 Reimbursement Request.

5.1.1 Notification. For reimbursement of Lost Funds under the Pulse Warranty, Company must notify Pindrop of the Lost Funds and Eligible Fraud Loss Event by completing the reimbursement request form located at: <https://www.pindrop.com/pulse-deepfake-warranty-terms> (the "**Reimbursement Request**") no later than ten (10) business days after the Discovery Date, as further detailed in Section 5.1.2 (Reimbursement Request Submission) below. Company's failure to timely submit the Reimbursement Request in accordance with this Section 5.1.1 (Notification) will result in rejection of the request.

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5.1.2 Reimbursement Request Submission. A separate Reimbursement Request must be submitted to Pindrop for each Eligible Fraud Loss Event. The Reimbursement Request must include all information requested by Pindrop from Company regarding the Eligible Fraud Loss Event, including, where Company has not elected to have Pindrop store call recordings, access to a complete copy of the Synthetic Fraud Call that caused the Eligible Fraud Loss Event. Pindrop's review of a Reimbursement Request may take up to thirty (30) days after receipt of all information requested from the Company. In some cases, including first-party fraud concerns or unusual submission activity, additional time (up to ninety (90) days) will be required to complete review, as communicated to the Company after submission of a request. Pindrop will respond in writing (email is sufficient) to Company's identified contact in the Reimbursement Request with approval, denial or request for additional information, as applicable.

5.1.3 Call Recordings Stored by Pindrop. Where Pindrop stores call recordings on the Company's behalf, if Pindrop receives a Reimbursement Request and the call recording has been deleted due to retention requirements of Company, unless Company can provide another copy of the Synthetic Fraud Call recording, the Reimbursement Request will be rejected and not eligible for Payment. If Pindrop stores call recordings for Company, Company may request modification of current retention time limits by contacting Pindrop's Client Services team at support@pindrop.com, though additional storage costs may apply.

5.1.4 Additional Information Required. Company will promptly provide, but in all cases within fifteen (15) days from receipt of Pindrop's written request (email is sufficient), any additional information reasonably requested by Pindrop, which may include sufficient information (such determination to be made in Pindrop's reasonable discretion) to validate the Lost Funds incurred as a result of the Fraud Loss Event. COMPANY'S (I) FAILURE TO TIMELY DELIVER ANY SUCH INFORMATION TO PINDROP AS SET FORTH IN THIS SECTION, OR (II) REFUSAL TO REASONABLY COOPERATE WITH PINDROP'S INFORMATION REQUESTS WILL RESULT IN REJECTION OF THE REIMBURSEMENT REQUEST, AND THE FRAUD LOSS EVENT WILL BE INELIGIBLE FOR REIMBURSEMENT THEREAFTER.

5.2 Reimbursement Payments. Reimbursement Requests that are approved will be paid ("**Payments**") on the 20th of each month (or the next business day if the 20th falls on a weekend or holiday). Pindrop will provide a secure link to Company via Pindrop's third-party payment processor to input Company's bank account information where all Payments thereafter will be remitted. In the case where Company does not or will not complete the information required: (i) for a Payment that is less than \$2,500.00, Pindrop will automatically provide a credit-on-account that will be applied against the Customer's next invoice; and (ii) for a Payment that exceeds this limit, Company can elect for a credit-on-account or to have Pindrop issue a check for the Payment that will be remitted to the business address on file. For security reasons, Pindrop will not make any electronic transfer of Payment in any amount to any account information that was not provided via Pindrop's third-party payment processor.

5.3 Payment Conditions. Pindrop will have no obligation to make Payments that are prohibited by law, regulation, ordinance, order, or decree of any governmental or other authority. Notwithstanding any other term or condition in the Master Agreement, the parties agree that during the Warranty Period and for a period of one (1) year thereafter, Pindrop will have the right at its own expense to inspect, and Company will maintain and provide, Company's records related to such Lost Funds and the Eligible Fraud Loss Event upon reasonable written request during regular business hours. Except to the extent a Reimbursement Request arises out of an event that is later determined (1) not to be an Eligible Fraud Loss Event, or (2) to relate to a Pre-existing Incident, Pindrop hereby waives any and all rights it has or may have to reimbursement of Payments from Company. Company will promptly (but in no event later than thirty (30) days after written notice) reimburse Pindrop for: (x) all Payments related to a Reimbursement Request that arises out of an event that is later determined to be an Excluded Event/Incident; or (y) where Company has received payment from Pindrop pursuant to this Warranty Statement for Lost Funds related to a Eligible Fraud Loss Event, but Company subsequently recovers, in part or whole, the Lost Funds.

5.4 Written Demand. Provided that the Reimbursement Request fulfills the requirements as set forth in this Warranty Statement for Payment, the Reimbursement Request will be considered a written demand for monetary relief and will be considered amounts that Pindrop is legally obligated to pay to Company on account of receipt of a valid Reimbursement Request.

6 Dispute Resolution and Binding Mediation. The Parties agree to the following out-of-court dispute resolution procedure to be followed as the sole and exclusive means to resolve any dispute, controversy or claim arising out of or relating to this Warranty Statement between the parties on an individual basis only ("**Warranty Dispute**"). Either party may initiate the Warranty Dispute resolution procedures by sending written notice of the Warranty Dispute to the other party.

6.1 Business Resolution. In the event of a Warranty Dispute between the parties, representatives of each party with authority to resolve the Warranty Dispute will first meet (either in person or by telephone), within ten (10) days after receipt of a written notice from either party specifying the nature of the Warranty Dispute, to review such Warranty Dispute and attempt to resolve in good faith the Warranty Dispute. Thereafter, if the parties are unable to resolve the Warranty Dispute within such period, the Warranty Dispute will be escalated to a Vice President (or a more senior officer) of each party, who will meet, either in person or by telephone, within fifteen (15) days of such escalation. If the Warranty Dispute remains unresolved after such escalation, the parties will proceed to binding mediation.

6.2 Mediation Scheduling and Process. The parties will choose a mediator within thirty (30) days of a written notice to mediate a Warranty Dispute from either party. If the parties are unable to agree on a mediator, then each party will select a JAMS mediator, and the two mediators will select a third JAMS mediator who will solely mediate the Warranty Dispute. The parties agree that the mediator will have broad discretionary powers as an arbitrator to achieve a fair resolution of the Warranty Dispute. Mediation will occur at a date and location determined by the mediator after consulting with the parties. Each party will bear its own costs (including attorneys' fees), but the parties will share the costs of the mediator equally. Each party will participate in good faith. No later than fourteen (14) days prior to the mediation date, the parties will exchange mediation briefs and supporting exhibits with each other and the mediator. Except for extraordinary circumstances, as determined by the mediator, neither party is entitled to take any discovery from the other party. Any such discovery will be limited to minimize burden, delay, and expense. Any disputes as to such

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discovery will be resolved by the mediator. If the parties are unable to reach a resolution at the mediation, the parties may agree to continue settlement discussions.

6.3 Final Mediation Decision. At any time following the mediation, either party may end settlement negotiations by giving written notice (the "**Notice Requesting Decision**") requesting that the mediator act as an arbitrator to issue a conclusive, binding, non-appealable, and written final decision on the Warranty Dispute ("**Final Mediation Decision**"). No later than seven (7) days following a Notice Requesting Decision, each party may submit to the mediator a supplemental letter or brief setting forth its position and requested relief. No other submissions are permitted unless directed by the mediator. Following any such supplemental submissions by the parties, the mediator will act as an arbitrator and render the Final Mediation Decision. In rendering the Final Mediation Decision, the mediator will attempt to reach a decision that is fair and equitable and consistent with the terms of this Warranty Statement. The mediator's Final Mediation Decision may include an award of reasonable costs (but in all cases, excluding attorneys' fees) as well as equitable relief, but will not include any punitive or exemplary damages.

6.4 Enforcement of Final Mediation Decision. The Final Mediation Decision is final, conclusive, non-appealable, and binding on the parties. The parties agree that the state and federal courts located in Atlanta, Georgia have personal jurisdiction over the parties for enforcement of the Final Mediation Decision, and hereby waive any claim that such courts lack either personal jurisdiction over the parties or lack proper and appropriate venue. The parties agree that the Final Mediation Decision may be entered as a judgment in any court of competent jurisdiction pursuant to Section 9 of the Federal Arbitration Act. The parties agree that the dispute resolution process in this Section 6 (Dispute Resolution and Binding Mediation) is the sole and exclusive means of resolving any Warranty Dispute, and that the parties expressly waive any right to seek relief from any arbitration tribunal or court to resolve a Warranty Dispute, other than to seek specific enforcement to compel a party's participation in the dispute resolution process set forth in this Warranty Statement or enforcement of a Final Mediation Decision. If a party files any arbitration or lawsuit in violation of this Section 6 (Dispute Resolution and Binding Mediation), the parties agree that such arbitrator or court must dismiss such arbitration or lawsuit immediately and award damages, if any, and costs and fees to the other party (including a party's reasonable attorneys' fees). The parties further expressly agree and acknowledge that the mediator, and not any court, has the exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Warranty Statement. The parties regard this Section 6 (Dispute Resolution and Binding Mediation) as an essential part of this Warranty Statement, and to the extent a court of competent jurisdiction declares any portion of this Section unenforceable, the parties agree that this Warranty Statement will be deemed null and void in its entirety and Pindrop will be discharged of any and all obligations arising under or relating to the Warranty Statement.

7 Warranty Void if Deemed Insurance. Notwithstanding anything else in this Warranty Statement to the contrary, (i) the parties do not intend for this Warranty Statement to be deemed a contract of insurance under any laws or regulations, and (ii) this Warranty Statement will be null and void in any country or other jurisdiction in which it is deemed to be a contract of insurance. This Warranty Statement is not intended to and does not take the place of insurance obtained or obtainable by the Company or Pindrop. Any fees paid by Company in connection with the Product Suite, in whole or in part, are solely for the use of such Product Suite and are not to be construed as an insurance premium.

8 Disclaimer; Limitation of Liability.

8.1 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THE MASTER AGREEMENT OR THIS WARRANTY STATEMENT, COMPANY ACKNOWLEDGES THAT THE PRODUCT SUITE, INCLUDING THE PINDROP® PULSE TECHNOLOGY, ARE PROVIDED AS IS AND PINDROP AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT SUITE, IN WHOLE OR PART. THERE IS NO WARRANTY THAT THE PRODUCT SUITE, IN WHOLE OR PART, WILL BE ERROR FREE, OR THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF COMPANY'S PARTICULAR PURPOSES OR NEEDS.

8.2 Limitation of Liability. IN NO EVENT WILL PINDROP OR ITS SUPPLIERS BE LIABLE (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) UNDER THIS WARRANTY STATEMENT FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST DATA, DATA RESTORATION, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE AND IN NO EVENT SHALL PINDROP'S LIABILITY UNDER OR ARISING FROM THIS WARRANTY STATEMENT EXCEED COMPANY'S REIMBURSEMENT CAP AS SET FORTH IN SECTION 2.3 (REIMBURSEMENT CAP) ABOVE FOR THE WARRANTY PERIOD. Multiple Reimbursement Requests or Fraud Loss Events will not expand the limitation specified in the foregoing sentence. If the limitation of liability in this Section 8.2 is determined to be invalid under applicable law, this Warranty Statement will be deemed null and void.

9 General.

9.1 Governing Law. This Warranty Statement is governed by and will be construed in accordance with the laws of the State of Georgia, U.S.A., without applying conflict of law rules. The United Nations Convention of Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Warranty Statement.

9.2 Effect of Other Termination. THE PARTIES AGREE THAT TERMINATION OR EXPIRATION OF THE MASTER AGREEMENT AND, MORE SPECIFICALLY, ANY TERMINATION OR EXPIRATION OF THE COMPANY'S SUBSCRIPTION TO ANY PRODUCT IN THE PRODUCT SUITE (WHETHER IN WHOLE OR IN PART), SHALL CONCURRENTLY TERMINATE THIS

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WARRANTY STATEMENT WITH NO NOTICE REQUIRED. Termination of this Warranty Statement will not terminate the Master Agreement or any Order.

9.3 Assignment. Company may not assign this Warranty Statement without the prior written consent of Pindrop, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all its business and/or assets provided Company provides Pindrop with written notice of any such assignment no later than thirty (30) days after such assignment or change in control event is public. Any assignment in violation of this Section will immediately void this limited warranty and all outstanding Reimbursement Requests will be deemed rescinded by Company. Subject to the foregoing, all rights and obligations of the parties under this Warranty Statement will be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

9.4 Notices. All notices permitted or required under this Warranty Statement must be in writing and delivered in the same manner and method, and to the same contacts, addresses and parties, as required and defined under the Master Agreement.

9.5 No Conflict. For the avoidance of doubt, this Warranty Statement is in addition to the Master Agreement and except as expressly set forth herein, nothing in this Warranty Statement is intended to supersede, modify, or amend the Master Agreement, including the warranties and warranty disclaimers therein. For the avoidance of doubt, the confidentiality terms in the Master Agreement apply to this Warranty Statement including without limitation any communications or information related to a Reimbursement Request. In the event of any conflict or inconsistency between the terms of the Warranty Statement and the Master Agreement, the Warranty Statement shall prevail.

9.6 Modification. No attempt to alter, modify or amend this warranty will be effective unless expressly authorized in writing by an officer of Pindrop. Pindrop reserves the right to modify or terminate this Warranty Statement generally or in any jurisdiction, at any time, in its sole discretion, for any reason, including but not limited to: (i) if the Pulse Warranty is construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction; (ii) if Pindrop is required to obtain a license or permit of any kind to continue to provide the Pulse Warranty in any jurisdiction; or (iii) Pindrop determines or a court or arbitrator holds that the provisions of the Pulse Warranty or this Warranty Statement may violate applicable law.

9.7 Construction. The headings in this Warranty Statement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect. Whenever the words “herein”, “hereto”, “hereof” or “hereunder” are used in this Warranty Statement, they will be deemed to refer to this Warranty Statement as a whole and not to any specific Section. If any provision of this Warranty Statement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Warranty Statement, the validity of the remaining portions or provisions hereof will not be affected. The parties agree that the rule of construction that a contract be construed against the drafting party will not be applied in interpreting this Warranty Statement. This Warranty Statement constitutes the entire agreement between Company and Pindrop concerning the subject matter of this Warranty Statement and it supersedes any prior or concurrent proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter.

10. Definitions.

10.1 “Account Holder” means an individual customer of Company.

10.2 “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).

10.3 “Company” means the entity that has signed an Order for the subscription to the Pindrop® Pulse technology and expressly agreed to this Warranty Statement.

10.4 “Discovery Date” means the date(s) Company first suspects or discovers a Fraud Loss Event and/or the Synthetic Fraud Call which must be within six (6) months from the date of the Synthetic Fraud Call.

10.5 “Eligible Fraud Loss Event” means a Fraud Loss Event or any Related Fraud Loss Event that meets the criteria set forth in Section 3 (Warranty Conditions), that is not excluded by Section 4 (Warranty Exclusions).

10.6 “Enrolled Authentication Profile” means, for each phone number that is enrolled in the Pindrop® Passport authentication solution, a completed authentication enrollment profile that will permit the Pindrop® Passport solution to authenticate an inbound caller’s voice.

10.7 “Event Date” means the date the Fraud Loss Event or Pre-existing Incident first occurred.

10.8 “Excluded Event/Incident” means: (i) Pre-existing Incidents or Related Fraud Loss Events that include a Pre-existing Incident; (ii) any Lost Funds associated with Non-Synthetic Fraud Loss Events; (iii) Fraud Loss Events or Related Fraud Loss Events that occur or are discovered after expiration of the Warranty Period; (iv) any Fraud Loss Event or Related Fraud Loss Event for which Company is unable to provide a recording of the Synthetic Fraud Call; and/or (v) any Fraud Loss Event or Related Fraud Loss that arise from, are caused by or result from any of the following circumstances, (a) Company or its Personnel altering or instructing Pindrop to alter configurations such that the Pindrop Scores fall below the established standards and parameters of Company’s Fraud Protection Policies and Procedures; (b) a failure by Company or its Personnel to follow Company’s Fraud Protection Policies and Procedures; (c) any modification or alteration of the Product Suite by Company or its Personnel; (d) any fraudulent, dishonest, criminal or malicious act of Company or its Personnel; and/or (e) any intentional or knowing violation of the law by Company or its Personnel.

10.9 “Final Mediation Decision” has the meaning prescribed in Section 6.3 (Final Mediation Decision).

10.10 “Fraud Loss Event” means a realized monetary loss that directly impacts an Account Holder and that is (i) related to a transaction not authorized by the Account Holder; and (ii) results from a Synthetic Fraud Call.

10.11 “Fraud Protection Policies and Procedures” mean Company’s fraud protection and prevention efforts, that include, but are not limited to (i) technical, physical, and administrative policies and procedures to safeguard Account Holder information as

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well as credentials and any authentication tools or information provided to or used by Account Holders and/or Personnel; and (ii) policies and procedures, including but not limited to network infrastructure, system configurations, settings, call handling remediations, and Personnel training, reasonably designed to detect, prevent and mitigate fraudulent or suspicious transactions in Company's call center and other related operations utilized to access or initiate transactions from Accounts, including any such fraudulent or suspicious transactions initiated by or involving Account Holders or Personnel (i.e. first-party fraud), and further provided that such "Fraud Protection Policies and Procedures" are separate from and in addition to, the Product Suite.

10.12 "Lost Funds" means solely (and to the exclusion of all other fees, expenses, losses, settlements, and damages) the actual amounts that the Company reimburses to an Account Holder due to a Fraud Loss Event. The foregoing constitute "Lost Funds" only if: (i) incurred after taking reasonable steps to mitigate the loss after discovery of the Fraud Loss Event; (ii) Company has exhausted all other means at Company's disposal to recover the funds; (iii) the loss is incurred at the time of the Fraud Loss Event from an account maintained by Company; and (iv) payment and/or reimbursement does not violate any applicable domestic or foreign law, statute, regulation or rule as determined by Pindrop in its sole discretion.

10.13 "Master Agreement" means the agreement and orders between Pindrop and Company, or its Affiliate, governing Company's subscriptions to the Products and Services that comprise the Product Suite.

10.14 "Non-Synthetic Voice Fraud Loss Event" means any loss by Company or its Account Holders that does not directly arise from a Synthetic Fraud Call.

10.15 "Notice Requesting Decision" has the meaning prescribed in Section 6.3 (Final Mediation Decision).

10.16 "Payments" has the meaning prescribed in Section 5.2 (Reimbursement Payments).

10.17 "Personnel" means Company's employees, vendors and contractors or other representatives working for or on behalf of Company.

10.18 "Pindrop Scores" has the meaning set forth in the Master Agreement.

10.19 "Pre-existing Incident" means any actual or suspected unauthorized access or intrusion, loss of information, fraud, security breach, vulnerability or other compromise of Company's systems or accounts of an Account Holder that occurs before Company's Warranty Period.

10.20 "Product" has the meaning set forth in the Master Agreement.

10.21 "Product Suite" means, collectively, the following Pindrop® Products: (i) the Pindrop® Protect solution; (ii) the Pindrop® Passport solution; and (iii) the Pindrop® Pulse technology.

10.22 "Pulse Warranty" has the meaning prescribed in Section 2.1 (The Limited Warranty).

10.23 "Reimbursement Cap" means the aggregate limit, as set forth in Table 1 in Section 2.3 (Reimbursement Cap), of all Payments (defined in Section 5.2 (Reimbursement Payments)) for Fraud Loss Events that will be paid to Company during the Warranty Period, based on Company's annual Baseline Subscription call volume for the Pindrop® Pulse technology on the date of the Synthetic Fraud Call, and subject further to the terms and conditions set forth in this Warranty Statement.

10.24 "Reimbursement Request" has the meaning prescribed in Section 5.1.1 (Notification).

10.25 "Related Fraud Loss Event" means, collectively, the same, continuous, related or repeated Pre-existing Incidents and/or Fraud Loss Events.

10.26 "Subscription Term" has the meaning set forth in the Order or Master Agreement, as applicable.

10.27 "Synthetic Fraud Call" means the inbound Call to Company's call center that uses, in whole or part, Synthetic Voice Fraud to gain unauthorized access to an Account Holder's account(s) with Company.

10.28 "Synthetic Voice Fraud" means the fraudulent or unauthorized use of: (i) recordings of a genuine Account Holder's voice to request a specific transaction; or (ii) artificial intelligence (AI) derived impersonation of an Account Holder's voice (sometime referred to as "deepfakes").

10.29 "Third Party" means any entity or person except Company and Personnel.

10.30 "Warranty Dispute" has the meaning prescribed in Section 6 (Dispute Resolution and Binding Mediation).

10.31 "Warranty Period" means the defined Subscription Term for the Pindrop® Pulse technology, or renewal thereof, set forth in the applicable Order that references this Warranty Statement.

10.32 "Warranty Score Thresholds" means, for each Pindrop Score generated by the Products in the Product Suite as defined in **Attachment A**, the scoring range that must be generated for a Synthetic Fraud Call to be eligible for reimbursement under this Warranty Statement.

**Statement of the Pindrop® Pulse Warranty
PINDROP SECURITY, INC.**

ATTACHMENT A

- 1) Pindrop Score #1: Authentication Score
 - a) Product: Pindrop® Passport
 - b) Score Range: 0-100
 - c) **Warranty Score Threshold: 50-100**
 - d) Purpose of Authentication Score: Expresses the Pindrop® Passport solution's confidence that the caller's voice, device and behavior match the enrolled voice, device and behavior when these factors are combined together. The higher score depicts high confidence for user authentication.
- 2) Pindrop Score #2: Voice Authentication Score
 - a) Product: Pindrop® Passport
 - b) Score Range: 0-100
 - c) **Warranty Score Threshold: 50-100**
 - d) Purpose of Voice Authentication Score: Expresses the Pindrop® Passport solution's confidence that the voice on the current call is a match to the Enrolled Authentication Profile for this caller. The higher the score, the higher the confidence that the caller's voice matches the Enrolled Authentication Profile.
- 3) Pindrop Score# 3: Spoofing Score
 - a) Product: Pindrop® Protect
 - b) Score Range: 0-100
 - c) **Warranty Score Threshold: 0 - 80**
 - d) Purpose of Spoofing Score: Expresses the Pindrop® Protect solution's confidence that the caller ID presented on the incoming call is not spoofed. The lower the score, the higher the likelihood that the CallerID is valid.
- 4) Pindrop Score #4: Liveness Score
 - a) Product: Pindrop® Pulse technology
 - b) Score Range: 0 – 100
 - c) **Warranty Score Threshold: 70 - 100**
 - d) Purpose of Liveness Score: Expresses the Pindrop® Pulse technology's confidence that the caller's voice is of a live human and not machine generated, or machine assisted. The higher score indicates higher confidence that the voice is of a live human.
- 5) Pindrop Score #5: Fraud Score
 - a) Product: Pindrop® Protect
 - b) Score Range: 0 – 100
 - c) **Warranty Score Threshold: 0 - 70**
 - d) Purpose of Fraud Score: Expresses the Pindrop® Protect solution's calculated risk that the current call is a fraudulent call. A higher score means a higher risk of potential fraud.