DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Marshall S. Huebner
Darren S. Klein
Christopher S. Robertson

Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al.*,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**

NOTICE OF FILING OF (A) REVISED PROPOSED SALE ORDER, (B) REVISED SALE AGREEMENT AND (C) ANCILLARY AGREEMENTS IN CONNECTION WITH THE PROPOSED SALE OF THE DEIDENTIFIED DATA

PLEASE TAKE NOTICE that, on June 22, 2026, the Court entered the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors' Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors' Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures* [ECF No. 1213] (the "**Bidding Procedures Order**")[2] by which the Court, among other things, approved procedures (the "**Bidding Procedures**") to be used in connection with one or more transfers of the Debtors' (as defined below) assets free and clear of all liens, claims, encumbrances, and other interests.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors conducted a virtual Auction with respect to the Deidentified Data on Friday, August 14, 2026.

PLEASE TAKE FURTHER NOTICE that, on August 14, 2026, the Debtors filed the *Notice of Auction Results and Scheduled Hearing for the Deidentified Data* [ECF No. 1463] (the

[1] The Debtors' names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors' mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

[2] Capitalized terms used but not defined herein are defined in the Bidding Procedures Order or the sale agreement attached as Exhibit A to the Notice of Auction Results, as applicable.

"**Notice of Auction Results**") designating Google, LLC as the Successful Bidder and Mercor.io Corporation as the Alternate Bidder. Attached to the Notice of Auction Results were (i) a sale agreement by and between Spirit Airlines, LLC and the Successful Bidder (the "**Original Sale Agreement**") as Exhibit 1 and (ii) an alternate sale agreement by and between Spirit Airlines, LLC and the Alternate Bidder (the "**Alternate Sale Agreement**") as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that, on August 17, 2026, the Debtors filed the *Notice of Proposed Order (I) Authorizing the Transaction With Respect To the Deidentified Data Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the Sale Agreement and (III) Granting Related Relief* [ECF No. 1469], with the proposed order annexed thereto as Exhibit A (the "**Proposed Sale Order**").

PLEASE TAKE FURTHER NOTICE that the deadline for parties to object or file responses with respect to the sale of the Deidentified Data to the Successful Bidder was **August 17, 2026, at 4:00 p.m.**

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised Proposed Sale Order as **Exhibit A** (the "**Revised Proposed Sale Order**").

PLEASE TAKE FURTHER NOTICE that a comparison between the Revised Proposed Sale Order and the Proposed Sale Order is attached hereto as **Exhibit A-1**.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised Sale Agreement as **Exhibit B** (the "**Revised Sale Agreement**").

PLEASE TAKE FURTHER NOTICE that a comparison between the Revised Sale Agreement and the Original Sale Agreement is attached hereto as **Exhibit B-1**.

PLEASE TAKE FURTHER NOTICE that in support of the Revised Proposed Sale Order, the Debtors hereby file (i) that certain Tonic Master De-Identification Services Agreement by and between Spirit Airlines, LLC and Tonic AI, Inc. (the "**Tonic MSA**"), attached hereto as **Exhibit C** and (ii) that certain Designated Recipient Agreement by and between Tonic AI, Inc. and Google, LLC (the "**Tonic-Google DRA**"), attached hereto as **Exhibit D**.

PLEASE TAKE FURTHER NOTICE that the Debtors have been informed by counsel to the Association of Flight Attendants-CWA, AFL-CIO and the Air Line Pilots Association, International that the terms of the Revised Proposed Sale Order, Revised Sale Agreement and the other exhibits attached hereto resolve their objections [ECF Nos. 1489, 1558, 1656 and 1658].

PLEASE TAKE FURTHER NOTICE that the Debtors will seek entry of the Revised Proposed Sale Order at the hearing on the Motion scheduled for **November 17, 2026, at 11:00 a.m.** (the "**Hearing**") before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 (the "**Bankruptcy Court**"), or at such other time as the Bankruptcy Court may determine.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order, the Proposed Sale Order, the Revised Proposed Sale Order, the Original Sale Agreement, the Revised Sale Agreement and any other document filed publicly in the above-captioned proceedings are available free of charge at https://dm.epiq11.com/SpiritAirlines.

Dated: November 9, 2026
New York, New York

DAVIS POLK & WARDWELL LLP

By: */s/ Darren S. Klein*

450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Marshall S. Huebner
Darren S. Klein
Christopher S. Robertson

Counsel to the Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Sale Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al.*,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**

ORDER (I) AUTHORIZING THE TRANSACTION WITH RESPECT TO THE DEIDENTIFIED DATA FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE SALE AGREEMENT AND (III) GRANTING RELATED RELIEF

Upon the motion [ECF No. 1117] (the "**Motion**")[2] of Spirit Aviation Holdings, Inc. and its subsidiaries (collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of an order (this "**Order**") pursuant to sections 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9007 (i) authorizing and approving transaction(s) with respect to the Bid Assets free and clear of all liens, claims, interests, and encumbrances; (ii) authorizing and approving the proposed transaction(s) with respect to the Bid Assets; and (iii) granting related relief; and

a. this Court having entered an order on June 22, 2026 [ECF No. 1213] (the "**Bidding Procedures Order**") approving the bidding procedures attached as **Exhibit 1** to the Bidding Procedures Order (the "**Bidding Procedures**"), including, among other things, the proposed form of notice of the Hearing; and the Debtors having received three Qualified Bids for all interests of the Seller (as defined in the Sale Agreement) in and to certain Assets

[1] The Debtors' names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors' mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion, the Bidding Procedures Order, the Sale Agreement, or the Data Treatment Procedures, as applicable.

(as defined in the Sale Agreement) as set forth in the Sale Agreement (as defined below) (such Assets, the "**Deidentified Data**") by the applicable Bid Deadline; and

b. the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and

c. pursuant to the terms of the Bidding Procedures, the offer of Google LLC (the "**Successful Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Bill of Sale, dated as of [[•]], 2026, by and between the Seller and the Successful Bidder (the "**Original Sale Agreement**"), a form of which was attached as Exhibit 1 to the *Notice of Auction Results and Scheduled Hearing for the Deidentified Data* [ECF No. 1463] (the "**Notice of Auction Results**"), having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the highest or otherwise best offer for all of the Deidentified Data and therefore as the Successful Bid; and

d. the offer of Mercor.io Corporation (the "**Alternate Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Sale Agreement, dated as of [[•]], 2026, by and between the Seller and the Alternate Bidder (the "**Alternate Sale Agreement**"), a form of which was attached as Exhibit 2 to the Notice of Auction Results, having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the Alternate Bid for the Deidentified Data; and

e. the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and

f. the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and

g. the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and

h. the Debtors having filed an amended form of the Original Sale Agreement reflecting provisions more beneficial to the estates following discussions among the Debtors, the Successful Bidder and other parties in interest on [[date]] (ECF [No. [•]] (the "**Sale Agreement**") following the filing of the Notice of Auction Results;

i. the Court having found that the Sale Agreement, the Successful Bid and Alternate Bid were duly noticed; and

j. the Court having found that the Sale Agreement is the highest or otherwise best offer for the Deidentified Data; and the Court having found that the Alternate Bid is the next highest or otherwise best offer for the Deidentified Data; and

k. the Court having held a hearing, to consider the relief requested in the Motion (the "**Hearing**"); and

l. upon the *Declaration of Brent Herlihy in Support of the Motion* (the "**Herlihy Declaration**"), the *Consumer Privacy Ombudsman Report to the Court* [ECF No. 1581] (the "**CPO Report**"), *Google LLC's Preliminary Response to Consumer Privacy Ombudsman's Report in Support of the Proposed Sale of the Deidentified Data* [ECF No. 1594] (the "**Google Preliminary Response**"), the [[*Tonic Declaration*]] [ECF No [•]] ("the **[[Tonic]] Declaration**"), the [[*Declaration of Sapana Patel in Support of the Sale of the Deidentified Data*]] [ECF No [•]] (the "**Patel Declaration**"), the [[*Debtors' Reply*]] [ECF No [•]] (the "**Debtors' Reply**") and *Google LLC's Omnibus Reply in Support of the Proposed Sale of the Deidentified Data* [ECF No [•]] (the "**Google Reply**") and the evidence proffered at the Hearing;

m. and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having reviewed and considered the Motion, the Herlihy Declaration, the [[Tonic]] Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Reply and the record of the Auction; and

n. the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and

o. due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and

p. the Court having determined that the legal and factual bases set forth in the Motion, the Herlihy Declaration, the [[Tonic]] Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Reply and at the Hearing, establish just cause for the relief granted herein; and

q. the Court having found that the negotiation of and entry into the Sale Agreement by the Debtors and the Successful Bidder, and the Alternate Sale Agreement with the Alternate Bidder, were non-collusive, in good faith, at arm's length, and substantively and procedurally fair to all parties in interest; and

r. the Court having found that the Debtors and the Successful Bidder have engaged in substantial, good faith efforts to resolve all pending objections and informal comments received prior to the Hearing; and

s. the Court having found that the Successful Bidder has acted in good faith in all respects in connection with the transfer of the Deidentified Data, and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and entitled to all of the protections of section 363(m) of the Bankruptcy Code; and

t. the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder have engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and

u. the Court having found that the sale of the Deidentified Data is not intended by the Debtors and the Successful Bidder to be a sale of Personal Data, the intellectual property rights of any Specified Third-Party, or information that is confidential pursuant to an Existing Third-Party Agreement or Collective Bargaining Agreement; and

v. the Court having found that the procedures for the deidentification, transformation and preparation of the In-Scope Data (as defined in the Sale Agreement) attached to the Statement of Work which is annexed to the Master Service Agreement, attached to this Order as Schedule 1 (such procedures, the "**Data Treatment Procedures**") setting forth the respective obligations of Tonic AI, Inc. (the "**Deidentification Agent**") and the Debtors thereunder, comply with applicable data protection laws governing the transactions contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data;

w. the Court having found that the Successful Bidder has publicly committed, pursuant to Section 1(c) of the Sale Agreement, (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household; and

x. the Court having found that the relief requested in the Motion and entry into the Data Treatment Procedures, the Sale Agreement or the Alternate Sale Agreement represent a sound exercise of the Debtors' business judgment, and are in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and

y. all objections and reservations of rights filed or asserted in respect of the Motion and/or the proposed sale, if any, having been withdrawn, resolved, or overruled with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. The sale of the Deidentified Data as contemplated by the Sale Agreement is hereby approved.

2. All objections or reservation of rights with respect to the entry of this Order or to the relief granted herein, whether filed, stated on the record before the Court or otherwise, which have not been withdrawn, waived, or settled, are hereby denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. The Seller and the Successful Bidder are authorized to enter into, consummate, and perform under, the Sale Agreement and any other ancillary agreements or other documents consistent with the Sale Agreement.

4. The Data Treatment Procedures comply with applicable data privacy and data protection laws governing the transaction contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data.

5. The Seller, the Successful Bidder and the Deidentification Agent are authorized to enter into, consummate, and perform under, the Data Treatment Procedures and any other ancillary agreements or other documents consistent with the Data Treatment Procedures.

6. The Data Treatment Procedures (including, for the avoidance of doubt, all exhibits, schedules and ancillary documents thereto) are an integral part of this Order and the Sale Agreement, are incorporated by reference into both this Order and the Sale Agreement, and are hereby approved in their entirety as set forth in this Order. In the event of a conflict or inconsistency between the terms of the Data Treatment Procedures on one hand, and the other terms of the Sale Agreement on the other hand, the terms of the Data Treatment Procedures shall control. The Data Treatment Procedures shall not be amended, modified, supplemented or waived in a manner that would conflict with this Order or the Sale Agreement or adversely impact the rights of the Specified Third-Parties or Union Parties without further order of this Court; *provided* that the foregoing shall not prohibit the Debtors, the Deidentification Agent and the Successful Bidder from agreeing (in accordance with the Data Treatment Procedures) to expand, modify or enhance the services provided by the Deidentification Agent as necessary to further implement the provisions of this Order.

7. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, the In-Scope Data shall be deidentified, transformed and prepared by the Deidentification Agent pursuant to the Data Treatment Procedures prior to the delivery of the Deidentified Data to the Successful Bidder, which delivery shall occur in accordance with, and subject to the conditions set forth in, the Data Treatment Procedures. Following the delivery of the Deidentified Data to the Successful Bidder, the Deidentification Agent shall destroy any such data, or any derivatives thereof, in its possession subject to and in accordance with the terms of the Data Treatment Procedures. Notwithstanding anything to the contrary in the Sale Agreement, the Deidentification Agent shall be the only "Deidentification Agent" engaged by the Debtors or the Successful Bidder in connection with the Sale Agreement.

8. The Successful Bidder shall (i) treat the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent as confidential and (ii) maintain such data repositories of Services Output Data in a secure environment; in each case of (i) and (ii), consistent with how the Successful Bidder treats and maintains its own confidential information of like nature. In accordance with the Sale Agreement and the public commitment embodied in Section 3(c) thereof, the Successful Bidder shall not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data (including, for the avoidance of doubt, to profile consumers or employees of the Debtors), and shall (consistent with the Sale Agreement) contractually obligate any transferees of the Deidentified Data to comply with the terms of the Sale Agreement and this Order. Such transferees of the Deidentified Data shall, with respect to any Deidentified Data transferred to them, be subject to this Order to the same extent as the Successful Bidder, and the terms of this Order and the Sale Agreement shall bind any subsequent or further

transferees of such transferees with respect to any subsequently or further transferred Deidentified Data.

9. At the conclusion of Phase 4 under the Deidentification Agent's Statement of Work, in addition to the quality-assurance measurements under Item 10 of Exhibit D thereto, the Deidentification Agent will produce a quantitative statistical assessment concerning the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement, as part of the basis for the Deidentification Agent's opinion as to whether the Deidentified Data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of the Debtors (the "**QA Assessment**"). The attack modelling and quantified identifiability in the QA Assessment under clauses 7.3 and 8.2.2 of ISO/IEC 27559:2022 constitute the adversarial component of the QA Assessment and the adversarial review under the Statement of Work; the Deidentification Agent shall not be required to undertake a separate reidentification exercise. No later than 15 days after the completion of the QA Assessment, the Debtors shall, in consultation with the Union Parties, the Deidentification Agent and the Successful Bidder (but not subject to the consent of any such party), designate an independent third party not affiliated with the Successful Bidder or any Union Party (the "**Verification Agent**") pursuant to Section 9 of the Master Service Agreement (for whose acts and omissions the Deidentification Agent shall have no responsibility) to verify, based on reasonable samples of the Deidentification Agent's proposed form of Deidentified Data made available under the confidentiality and security requirements of the Data Treatment Procedures, that the QA Assessment was performed in accordance with its stated methodology and that its results are accurately reported. The Verification Agent shall

complete its review of the QA Assessment within 15 days of the Verification Agent's designation by the Debtors (if designated after the Deidentification Agent completes its initial QA Assessment), or otherwise within 15 days of the Deidentification Agent's completion of the initial QA Assessment or any subsequent QA Assessment following a remediation of the Deidentified Data. The Deidentification Agent shall not deliver its certification under Section 3(c) of the Sale Agreement until the Verification Agent has completed its review. If the Verification Agent identifies a failure to perform the Data Treatment Procedures or a measured result that does not meet the thresholds fixed under the Data Treatment Procedures,[3] the Deidentification Agent shall remediate the affected Deidentified Data in accordance with the Data Treatment Procedures and shall produce a revised QA Assessment, for the Verification Agent's review, following the conclusion of such remediation efforts; any other disagreement between the Verification Agent and the Deidentification Agent concerning the Verification Agent's review of the QA Assessment (an "**Agent Dispute**," which shall not extend to the selection of the methodology, assumptions or thresholds) shall be resolved by this Court on motion of the Debtors, the Verification Agent, the Deidentification Agent or the Successful Bidder; *provided that* all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order and no Agent Dispute shall be the occasion for any challenge to the foregoing. The Verification Agent's report shall be delivered to the Debtors with,

[3] The thresholds fixed under the Data Treatment Procedures comprise (i) the quality-assurance thresholds fixed under Item 10 of Exhibit D of the Statement of Work and (ii) for identifiable groups formed by indirect identifiers, an average identifiability of 0.1, the Table B.2 benchmark for a non-public release under ISO/IEC 27559:2022, with identifiability determined under clause 8.2.2 in accordance with the Deidentification Agent's stated methodology, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement. The Deidentification Agent shall not be required to adopt a Table B.1 threshold under ISO/IEC 27559:2022. Notwithstanding anything to the contrary in this Order, the Deidentification Agent may establish more stringent thresholds in its independent judgment.

and shall accompany, the Deidentification Agent's certification delivered under Section 3(c) of the Sale Agreement, as the statement of the Verification Agent. The Verification Agent's review shall not replicate or replace the Data Treatment Procedures, rerun the QA Assessment, apply a reidentification testing methodology that deviates from the methodology used to produce the QA Assessment, or involve access to Services Raw Data, and shall not alter the assumptions, thresholds or criteria fixed under the Data Treatment Procedures. The Verification Agent's review shall be limited to verifying the accuracy of the contents and results of the QA Assessment, including whether the Deidentification Agent applied each step of the methodology stated in the QA Assessment. The QA Assessment, the Deidentification Agent's cooperation with the Verification Agent and any remediation (including any Agent Dispute) under this paragraph beyond Section 8 of the Statement of Work are additions to the services under the Statement of Work to be documented by change order, and the schedule under the Statement of Work shall be extended accordingly.

10. Notwithstanding anything herein to the contrary, except for an Agent Dispute, to the extent that any person received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Verification Agent conducted its review of the QA Assessment in accordance with this Order, such person or entity shall have no claim or remedy against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment pursuant to this Order. Any claim against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment shall be brought only in this Court.

11. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, Excluded Employee Data (as defined in the Sale Agreement) and information that is confidential pursuant to a Collective Bargaining Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall remove Excluded Employee Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Union Search Terms agreed or determined under paragraphs 23 to 25 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

12. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Union Party becomes aware that Excluded Union Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Union Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Union Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control) and (ii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Union Party from seeking further relief from this Court to prevent public disclosure of Excluded Union Data identified in such notice following such Union Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 12.

13. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Union Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Union Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Union Data; and (iii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

14. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement or any exhibit, schedule, or ancillary document related thereto, (a) intellectual property rights of any Specified Third-Party (as defined in the Sale Agreement) and (b) the Excluded Third-Party Data (as defined in the Sale Agreement) and information that is confidential pursuant to an Existing Third-Party Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall undertake to remove Excluded Third-Party Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Third-Party Search Terms agreed or determined under paragraphs 20 to 22 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

15. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third-Party

becomes aware that Excluded Third-Party Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third-Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Third-Party Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); and (ii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third-Party from seeking further relief from this Court to prevent public disclosure of Excluded Third-Party Data identified in such notice following such Specified Third-Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 15.

16. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third-Party becomes aware that other information that is not Excluded Third-Party Data but that such Specified Third-Party reasonably believes is confidential information of such Specified Third-Party pursuant to an Existing Third-Party Agreement (such information, "**Asserted Confidential Information**") was included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third-Party may send a written notice (a "**Confidentiality Notice**") to the Successful Bidder which shall (i) identify such Asserted Confidential Information with specificity, and (ii) reasonably substantiate that (x) such Asserted Confidential Information is confidential information of the Specified Third-Party pursuant to an Existing Third-Party Agreement, and (y) such Asserted Confidential Information was transferred

to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement. The Successful Bidder shall, following receipt of such properly issued Confidentiality Notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of the Asserted Confidential Information that is the subject of such Confidentiality Notice (to the extent such Asserted Confidential Information is then within the Successful Bidder's possession or control); and (ii) delete such Asserted Confidential Information from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however,* that nothing herein shall prevent a Specified Third-Party from seeking further relief from this Court to prevent public disclosure of Asserted Confidential Information identified in such Confidentiality Notice following such Specified Third-Party's delivery of such Confidentiality Notice to the Successful Bidder in accordance with this paragraph 16.

17. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Third-Party Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Specified Third-Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Third-Party Data; and (iii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

18. Nothing in this Order or the Sale Agreement shall be construed as a determination that Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information is

included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, and any rights that any Union Party or Specified Third-Party has under applicable law, following delivery of a notice to the Successful Bidder pursuant to paragraphs 12, 15 or 16 of this Order (and delivery of a copy of such notice to the Debtors), to seek further relief from this Court, including on an emergency basis, in the event that a Union Party or Specified Third-Party becomes aware that Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information (as applicable) is included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent or such Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information is publicly disclosed by the Successful Bidder, are hereby fully preserved.

19. Notwithstanding anything herein to the contrary, to the extent that any person or entity who is not a Union Party or Specified Third-Party received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Deidentification Agent performed the Data Treatment Procedures in accordance with this Order and the Data Treatment Procedures, such person or entity shall have no claim or remedy against the Deidentification Agent arising from or relating to: (i) the Deidentification Agent's performance of services pursuant to the Data Treatment Procedures, or this Order; or (ii) the certification delivered under Section 3(c) of the Sale Agreement. For the avoidance of doubt, compliance by the Deidentification Agent with the Data Treatment Procedures shall constitute satisfaction of the Deidentification Agent's obligations under this Order. The certification delivered under Section 3(c) of the Sale Agreement is a statement of procedures performed, results measured, and the Deidentification Agent's professional opinion as of its date, and may be relied

upon only by the Debtors and the Successful Bidder, in each case as provided in their respective written agreements with the Deidentification Agent. Any claim (including claims for violation of any relevant state or federal law or regulation) by a Union Party or Specified Third-Party against the Deidentification Agent or the Successful Bidder arising from or relating to the Data Treatment Procedures or the Deidentified Data shall be brought only in this Court.

20. No later than fifteen (15) days after entry of this Order, each Specified Third-Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Third-Party Search Terms**") intended to identify information that the Specified Third-Party believes in good faith is confidential pursuant to an Existing Third-Party Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Third-Party Search Term, the Specified Third-Party shall indicate the category or categories of such information that such Third-Party Search Term is intended to identify. Any such Third-Party Search Terms shall be reasonably necessary and narrowly tailored to identify such information that the Specified Third-Party believes in good faith is confidential pursuant to an Existing Third-Party Agreement. The Debtors and each Specified Third-Party shall work in good faith to agree upon such Third-Party Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. Subject to paragraphs 21 and 22 of this Order, any information identified by the Deidentification Agent using such agreed Third-Party Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Third-Party Data for all purposes of this Order and the Sale Agreement.

21. To the extent that the Third-Party Search Terms include information that is confidential pursuant to an Existing Third-Party Agreement, the Debtors and the Deidentification Agent shall not provide the Third-Party Search Terms to the Successful Bidder without the consent of the Specified Third-Party to which such Third-Party Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to an Existing Third-Party Agreement without the consent of the Specified Third-Party to which such Third-Party Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Third-Party Search Terms applicable to each specific Specified Third-Party as well as those applicable to all Specified Third-Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) reduce the aggregate volume of Deidentified Data to be delivered to the Successful Bidder by an amount that exceeds 8% of the volume of the In-Scope Data that would otherwise be delivered to the Successful Bidder prior to the application of any Third-Party Search Terms or Union Search Terms (such event, a "**Material Degradation**") (and, for such purpose, the Third-Party Search Terms shall be applied together with the Union Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

22. The Debtors and each Specified Third-Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Third-Party Search Terms no later than sixty (60) days following the entry of this Order (the "**Third-**

Party Search Terms Deadline"); *provided that*, after the Third-Party Search Terms Deadline, the Debtors, any Specified Third-Party or the Successful Bidder may seek relief from this Court with respect to any Third-Party Search Terms that remain in dispute (any such matter, a "**Third-Party Search Term Dispute**"). The only issues before the Court in connection with any Third-Party Search Term Dispute shall be whether (i) the disputed Third-Party Search Terms are reasonably necessary and narrowly tailored to identify information that the Specified Third-Party believes is confidential pursuant to an Existing Third-Party Agreement, and (ii) such information constitutes information that is confidential pursuant to such Existing Third-Party Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Third-Party Search Term unless the Court finds that such Third-Party Search Term is reasonably necessary and narrowly tailored to identify information that is confidential pursuant to an Existing Third-Party Agreement. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Specified Third-Party. Each Specified Third-Party that does not timely propose Third-Party Search Terms in accordance with paragraph 20 of this Order shall be forever barred from proposing Third-Party Search Terms or objecting to or otherwise disputing the adequacy of the Third-Party Search Terms.

23. No later than fifteen (15) days after entry of this Order, each Union Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Union Search Terms**") intended to identify information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Union Search Term, the Union Party shall indicate the category or categories of such information that

such Union Search Term is intended to identify. Any such Union Search Terms shall be reasonably necessary and narrowly tailored to identify such information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement. The Debtors and each Union Party shall work in good faith to agree upon such Union Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. Subject to paragraphs 24 and 25 of this Order, any information identified by the Deidentification Agent using such agreed Union Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Employee Data for all purposes of this Order and the Sale Agreement.

24. To the extent that the Union Search Terms include information that is confidential pursuant to a Collective Bargaining Agreement, the Debtors and the Deidentification Agent shall not provide the Union Search Terms to the Successful Bidder without the consent of the Union Party to which such Union Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to a Collective Bargaining Agreement without the consent of the Union Party to which such Union Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Union Search Terms applicable to each specific Union Party as well as those applicable to all Union Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) result in a Material Degradation (and, for such purpose, the Union Search Terms shall be applied together with the Third-Party Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent

the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

25. The Debtors and each Union Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Union Search Terms no later than sixty (60) days following the entry of this Order (the "**Union Search Terms Deadline**"); *provided that*, after the Union Search Terms Deadline, the Debtors, any Union Party or the Successful Bidder may seek relief from this Court with respect to any Union Search Terms that remain in dispute (any such matter, a "**Union Search Term Dispute**"). The only issues before the Court in connection with any Union Search Term Dispute shall be whether (i) the disputed Union Search Terms are reasonably necessary and narrowly tailored to identify information that the Union Party believes is confidential pursuant to a Collective Bargaining Agreement, and (ii) such information constitutes information that is confidential pursuant to such Collective Bargaining Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Union Search Term unless the Court finds that such Union Search Term is reasonably necessary and narrowly tailored to identify information that is confidential pursuant to a Collective Bargaining Agreement. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Union Party. Except for Third-Party Search Term Disputes and Union Search Term Disputes (collectively, "**Search Term Disputes**"), which are expressly reserved to be heard in accordance with paragraphs 22 and 25 of this Order, respectively, all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order, and no Search Term Dispute shall be the occasion for any challenge to the foregoing. Each Union

Party that does not timely propose Union Search Terms in accordance with paragraph 23 of this Order shall be forever barred from proposing Union Search Terms or objecting to or otherwise disputing the adequacy of the Union Search Terms.

26. If (x) the Debtors, the Deidentification Agent and the Specified Third-Parties or the Union Parties, as applicable, reach an agreement that Third-Party Search Terms or Union Search Terms shall be applied, or (y) the Court determines that one or more disputed Third-Party Search Terms or Union Search Terms shall be applied and, following such application, a Material Degradation has resulted, individually (when applying the Third-Party Search Terms applicable to one Specified Third-Party or the Union Search Terms applicable to one Union Party) or in the aggregate (when applying the Third-Party Search Terms applicable to all Specified Third-Parties together with the Union Search Terms applicable to all Union Parties), then the Deidentification Agent shall promptly provide the resulting volume measurement to the Debtors and the Successful Bidder, and the Debtors shall provide notice of such Material Degradation to the Successful Bidder (a "**Material Degradation Notice**"). The Successful Bidder may terminate the Sale Agreement by written notice to the Debtors and the Deidentification Agent within ten (10) business days of receipt of a Material Degradation Notice, in which case the Successful Bidder shall not be required to accept delivery of the Deidentified Data or remit payment of the Purchase Price. If the Successful Bidder fails to deliver such written notice within such ten (10) business day period, the Successful Bidder shall be deemed to have waived its right to so terminate the Sale Agreement on account of such Material Degradation Notice.

27. After the filing of the Deidentification Agent's certification, upon the written request of a Specified Third-Party or Union Party, the Debtors shall, no later than 30 days following such request, provide to such Specified Third-Party or Union Party the information on

the exclusion manifest delivered by the Deidentification Agent to the Debtors pursuant to the Deidentification Agent's Statement of Work that is applicable to such Specified Third-Party or Union Party.

28. Nothing in this Order or the Sale Agreement shall impair or otherwise limit any rights or defenses of the Debtors, the Deidentification Agent, any Specified Third-Party, any Union Party or the Successful Bidder with respect to Excluded Third-Party Data, Excluded Union Data, Asserted Confidential Information or the intellectual property rights of any Specified Third-Party.

29. This Order, the Sale Agreement and the Data Treatment Procedures shall be binding in all respects upon the Debtors, their estates, all creditors and other holders of claims (whether known or unknown) against the Debtors, all holders of equity interests in the Debtors, all holders of interests (whether known or unknown) in the Deidentified Data or any portion thereof, all non-Debtor parties to contracts necessary to utilize and/or access the Deidentified Data, the Successful Bidder, the Deidentification Agent (to the extent of its obligations under the Data Treatment Procedures), each Specified Third-Party, and all successors and assigns of the foregoing, including any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7, and any other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases. The obligations of Seller under the Sale Agreement are binding on Seller, and any claims of the Successful Bidder arising from Seller's breach or non-performance of such obligations shall constitute administrative expenses of Seller's bankruptcy estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. The Debtors are authorized to perform their obligations under their written agreements with the Deidentification Agent, and the Debtors' obligations thereunder shall likewise constitute administrative expenses of Seller's bankruptcy estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

If the sale of the Deidentified Data fails to close, the Successful Bidder's deposit shall be promptly released in accordance with the Bidding Procedures, Sale Agreement, and any applicable deposit agreement.

30. The Debtors, the Successful Bidder, and their respective affiliates are authorized, as applicable, to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, agreements, and other documents, and to take any and all actions, necessary or appropriate to implement the Sale Agreement, without further order of the Court.

31. Notwithstanding anything to the contrary in this Order, the Bidding Procedures Order, or the Sale Agreement, Spirit has satisfied the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

32. The sale of the Deidentified Data to the Successful Bidder shall constitute a legal, valid, binding, enforceable and effective transfer, sale, conveyance, and full and complete general assignment thereof, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business, and shall vest the Successful Bidder with all of the Debtors' interests in the Deidentified Data free and clear of all liens, claims, rights, liabilities, encumbrances, or other interest of any kind or nature ("**Liens**"). Upon the Seller's receipt of the consideration for such transaction (the "**Consideration**"), the sale of the Deidentified Data to the Successful Bidder shall be free and clear of all Liens (regardless of whether such Liens have been asserted, filed, or otherwise exist by virtue of any applicable laws) pursuant to section 363(f) of the Bankruptcy Code, with any such Liens transferred and attached solely to such proceeds in the same order of priority that such Liens had on the Deidentified Data. Any holder of such Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation to evidence the release of liens from the Deidentified Data as

reasonably requested by the Debtors. If any person or other entity that has filed statements or other documents or agreements evidencing liens on, or interests in, any of the Deidentified Data shall not have delivered to the Debtors upon reasonable request to such lienholder in proper form for filing and executed by the appropriate parties, termination statements, releases of liens, and any other documents necessary for the purpose of documenting the release of liens or interests which such entity has or may assert on the Deidentified Data, the Debtors and the Successful Bidder are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such entity with respect to such Deidentified Data to the extent consistent with this Order. This Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Successful Bidder to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other interests in the Deidentified Data, and the Successful Bidder may, but is not directed to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or have real or personal property, or with any other appropriate clerk or recorder, and such filing shall be accepted and shall be sufficient to release, discharge, and terminate any of the interests as set forth in this Order as of the closing of the sale. Notwithstanding the foregoing, the provisions of this Order authorizing and approving the transfer of the Deidentified Data free and clear of interests shall be self-executing, and neither the Debtors nor the Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

33. Each holder of Lien on the Deidentified Data (or any portion thereof) who did not timely and properly object to the Motion (or who ultimately withdrew any such objection) has

consented to the sale of the Deidentified Data subject to the terms of this Order. Each holder of a Lien on the Deidentified Data (or any portion thereof) who timely and properly objected to the Motion and did not ultimately withdraw such objection could be compelled in a legal or equitable proceeding to accept money satisfaction of such claims pursuant to section 363(f)(5) of the Bankruptcy Code, or one or more of the other subsections of section 363(f) of the Bankruptcy Code applies, and each such holder is therefore adequately protected by having its claims that constitute interests in the Deidentified Data, if any, attach to the transaction proceeds with the same priority that existed immediately prior to the closing of the sale.

34. Pursuant to section 363 of the Bankruptcy Code, the Debtors have exercised sound business judgment in connection with the sale of the Deidentified Data in accordance with this Order. The Consideration is adequate and fair consideration and reasonably equivalent value for the Deidentified Data under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other similar applicable law. The sale of the Deidentified Data is not a bulk sale under any applicable law, and no bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transaction, the Motion, or this Order. None of the Debtors nor the Successful Bidder has engaged in any conduct that would cause the sale of the Deidentified Data to be avoided, or damages or costs to be imposed under section 363(n) of the Bankruptcy Code. The Successful Bidder acted in good faith as provided in section 363(m) of the Bankruptcy Code in all respects with respect to the sale of the Deidentified Data as contemplated in the Sale Agreement, the Bidding Procedures, and the Auction. The Successful Bidder and, to the extent applicable, its good-faith transferees are afforded the protections under section 363(m) of the Bankruptcy Code. The reversal or modification on appeal of the authorization provided herein to consummate the

sale of the Deidentified Data shall not alter, affect, limit, or otherwise impair the validity of the sale unless such authorization and consummation are duly stayed pending such appeal. The Successful Bidder shall not be deemed to be the successor or mere continuation of the Debtors, have merged with or into the Debtors (de facto or otherwise), or have any successor or vicarious liability of any kind or character, whether known or unknown, now existing or arising hereafter, with respect to the Deidentified Data. All persons and entities asserting such successor-liability, de facto merger, or substantial continuity claims are permanently enjoined from pursuing them against the Successful Bidder or the Deidentified Data.

35. The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Sale Agreement and related documents. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the transaction and the provisions of this Order.

36. The Original Sale Agreement and Alternate Sale Agreement were attached as **Exhibit 1** and **Exhibit 2**, respectively, to the Notice of Auction Results; accordingly, a statement of the kind referenced in Bankruptcy Rule 6004(f)(1)(A) need not be filed.

37. In the event the Debtors and the Successful Bidder fail to consummate the transactions contemplated under the Sale Agreement, the Debtors may accept the Alternate Bid upon the filing of a notice to such effect with the Court in accordance with the Bidding Procedures and subject to the terms of the Alternate Bid, in which case (i) the Alternate Bidder shall be deemed to be the "Successful Bidder" for all intents and purposes under this Order; (ii) the Alternate Sale Agreement and related documentation shall be deemed to be the "Sale Agreement" for all intents

and purposes under this Order; and (iii) the Debtors shall be authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in light of the foregoing.

38. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and this Order shall be effective and enforceable immediately upon its entry.

39. The Debtors are authorized to take any action they deem necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

40. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Order shall control and govern. To the extent of any inconsistency between this Order and the Sale Agreement or any related or ancillary document, the terms of this Order shall govern.

41. Nothing contained in any plan of reorganization or liquidation, or in any order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case(s) into which these Chapter 11 Cases are converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

42. The failure specifically to include any particular provision of the Sale Agreement or the Data Treatment Procedures in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement and the Data Treatment Procedures be authorized and approved in their entirety.

43. The Court retains jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2026
White Plains, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Data Treatment Procedures

Exhibit C

Targeted Exclusion Protocol

This Exhibit C describes the workflow by which Excluded Data are identified and excluded from the Services Raw Data so that the Excluded Information Standard is met.

"Excluded Data" means the Excluded Information defined in Section 2 of this SOW. Customer, in consultation with the third parties concerned, determines what constitutes Excluded Data and designates the criteria by which it is identified; Tonic applies those criteria, surfaces further candidates for Customer's review, validates the exclusions and certifies that the approved criteria were applied.

Excluded Data is identified and excluded through the following steps:

1. **Excluding systems**. Spirit identifies and confirms the exclusion of systems that are outside the sale or that house protected information (such as technical data or confidential pricing data), so that those systems do not enter the Services Raw Data.

2. **Designate and exclude.** By the designation deadline fixed in the project schedule (Exhibit E), Customer designates the criteria in Exhibit B for each Specified Third-Party and each category of Excluded Employee Data, together with the executed agreements and known files that seed the search. Tonic applies the approved criteria across every in-scope data type (email and attachments, chat at the conversation level, documents, structured systems, source code and tickets) and excludes each matching unit as follows. Correspondence with a Specified Third-Party, executed agreements and other designated files are removed as whole units (the message or the file). In other content, where the Excluded Data is reasonably severable (its boundary is apparent from the designation or confirmed by Customer) and redaction or field-based exclusion is technologically feasible without leaving content from which the Excluded Data could reasonably be inferred, Tonic redacts or suppresses the severable portion (an attachment without its covering message; a slide, section, sheet, table or column without the rest of the document or workbook; a message without the rest of a thread; in a structured system, the keyed record and its dependent records or a designated column); otherwise Tonic removes the unit. Partial treatments are recorded in the exclusion manifest. Whole-unit removal or quarantine in accordance with this step and the criteria fixed at Customer's Phase 2 approval (on which the Designated Recipient is consulted) is not a non-conformity. The criteria are fixed at Customer's Phase 2 approval; later designations are applied by change order.

3. **Technical review and candidate referral**. Tonic applies additional technical methods to surface, for Customer's review, further material that may be Excluded Data remaining in the included corpus, including cryptographic hashing and hash-matching of designated and excluded files, file-name and full-text term matching, structured-identifier matching, and engagement-specific contextual detection (such as near-duplicate detection, semantic similarity, and entity recognition). Customer determines which candidates are Excluded Data, and Tonic removes those Customer confirms or, where Customer's confirmation identifies the severable portion, redacts or suppresses that portion on the conditions in step 2, preserving referential integrity within the remaining Services Output Data. Tonic does not determine what constitutes confidential or proprietary information of a third party. Customer provides the search terms and criteria, and Tonic applies its technical expertise to advise on, apply, test, and refine the application of Customer's designated criteria.

4. **Validation and documentation**. Before delivery, Tonic re-runs the approved criteria against the delivery set and corrects any remaining match, confirms by hash that no designated file remains, validates the exclusions against control totals established at ingest, records each excluded item in the exclusion manifest, performs and documents referential integrity checks, and documents the methods and results in the summary report.

Content whose treatment under the criteria cannot reasonably be determined is quarantined and is not delivered. Excluded Employee Data is excluded at the source under step 1 where it resides in a designated system and removed, redacted or suppressed under step 2 where it matches Customer's designations; incidental mentions in other

content that cannot reasonably be removed, redacted or suppressed are de-identified under Exhibit D, as paragraph C of Exhibit A to the Sale Agreement provides. Tonic's certification under this Exhibit is that the approved criteria were applied and validated as described above; it is not a determination that any item is or is not confidential.

Exhibit D

De-Identification Protocol

Tonic will apply the De-Identification Protocol to the Services Raw Data remaining after exclusion under Exhibit C in order to satisfy the De-Identification Standard, preserving referential integrity within the Services Output Data. Notwithstanding any provision herein to the contrary, Tonic's technique selection will draw on the principled de-identification techniques catalogued in ISO/IEC 20889 and the CISA guidance identified in Tonic's proposal, each as in effect on the Effective Date, applied within the De-Identification Standard.

To satisfy the De-Identification Standard, Tonic will apply the following treatments based on the applicable data category:

1. **Direct identifiers** (names, contact details, government, employee, account and record identifiers, usernames, and email addresses), in structured fields and unstructured text: detection by named-entity recognition and pattern rules; entity linking so that each individual resolves to a single synthetic identity; and consistent in-place replacement with realistic synthetic values that preserve format and referential integrity, which Tonic will maintain within the Services Output Data through consistent mapping and address in the Certification.
2. **Indirect identifiers** (dates of birth and other personal dates, ages, job titles, work locations and bases, seniority numbers, compensation, and similar attributes): generalization into ranges or bands (for example, a date to a month or quarter), to the extent required to meet the De-Identification Standard, as measured under item 10 using accepted statistical disclosure-control metrics.
3. **Structured and semi-structured records**: classification of each field as a direct identifier, an indirect identifier, or non-identifying, with further generalization or suppression until the De-Identification Standard is met.
4. **Free text** (including email, chat, documents, tickets, source code, message and routing metadata, and content in languages other than English): the same detection, linking, and synthesis pipeline.
5. **Payment card numbers** and similar financial account identifiers: replacement with synthetic values that cannot correspond to an issued card or account, or removal if synthetic values are not possible.
6. **Photographs of identifiable individuals and handwritten signatures**: obscuring or exclusion.
7. **Scanned and image-based documents**: OCR with positional geometry, in-place replacement, and flattening of PDFs after processing.
8. **Health information**: Tonic will de-identify protected health information or consumer health-related information in the Services Raw Data under the De-Identification Protocol so that the Services Output Data meets the De-Identification Standard, and will not include raw health information in the Services Output Data.
9. **Content that cannot reliably be treated by the foregoing**: suppression of the specific element or region and, only where suppression cannot reliably achieve the De-Identification Standard (for example, unsupported formats such as video), exclusion of the unit or escalation to Customer. The least restrictive treatment that, in Tonic's reasonable professional judgment, reliably meets the De-Identification Standard is used.
10. **Quality assurance**. Tonic will measure the Services Output Data against the De-Identification Standard using statistically meaningful, human-annotated samples, computing precision and recall by entity type and class of data, conducting adversarial review, and correcting systematic gaps before delivery. Quality-assurance thresholds are numeric; set separately for each entity type and class of data, both per mention and per individual; fixed by Tonic in its independent professional judgment in consultation with the Customer and Designated Recipient, documented with their rationale before full-corpus processing, in accordance with

the De-Identification Standard and set for a recipient bound by Section 1(c) of the Sale Agreement and paragraph 8 of the Sale Order.

11. **Certification**. Upon completion, Tonic will certify that the De-Identification Protocol was applied and, in its professional opinion, that the Services Output Data meets the De-Identification Standard.

Exhibit A-1

Blackline

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al.*,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**

ORDER (I) AUTHORIZING THE TRANSACTION WITH RESPECT TO THE DEIDENTIFIED DATA FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE SALE AGREEMENT AND (III) GRANTING RELATED RELIEF

Upon the motion [ECF No. 1117] (the "**Motion**")[2] of Spirit Aviation Holdings, Inc. and its subsidiaries (collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of an order (this "**Order**") pursuant to sections 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9007~~:~~

~~(i)~~ (i) authorizing and approving transaction(s) with respect to the Bid Assets free and clear of all liens, claims, interests, and encumbrances;

~~(ii)~~ (ii) authorizing and approving the proposed transaction(s) with respect to the Bid Assets; and

~~(iii)~~ (iii) granting related relief; and

a. ~~and~~ this Court having entered an order on June 22, 2026 [ECF No. 1213] (the "**Bidding Procedures Order**") approving the bidding procedures attached as **Exhibit 1** to the Bidding Procedures Order (the "**Bidding Procedures**"), including, among other things,

[1] The Debtors' names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors' mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion, the Bidding Procedures Order, ~~or~~ the Sale Agreement, or the Data Treatment Procedures, as applicable.

the proposed form of notice of the Hearing; and the Debtors having received three Qualified Bids for all interests of ~~Spirit Airlines, LLC (~~the "~~Seller~~" (as defined in the Sale Agreement) in and to certain ~~assets~~Assets (as defined in the Sale Agreement) as set forth in the Sale Agreement (as defined below) (such ~~assets~~Assets, the "**Deidentified Data**") by the applicable Bid Deadline; and

b. the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and

c. pursuant to the terms of the Bidding Procedures, the offer of Google LLC (the "**Successful Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Bill of Sale, dated as of [~~August 17~~[•]], 2026, by and between the Seller and the Successful Bidder (the "**Original Sale Agreement**"), a form of which was attached as Exhibit 1 to the *Notice of Auction Results and Scheduled Hearing for the Deidentified Data* [ECF No. 1463] (the "**Notice of Auction Results**"), having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the highest or otherwise best offer for all of the Deidentified Data and therefore as the Successful Bid; and

d. the offer of Mercor.io Corporation (the "**Alternate Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Sale Agreement, dated as of [~~•~~[•]], 2026, by and between the Seller and the Alternate Bidder (the "**Alternate Sale Agreement**"), a form of which was attached as Exhibit 2 to the Notice of Auction Results, having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the Alternate Bid for the Deidentified Data; and

e. the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and

f. the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and

g. the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and

h. the Debtors having filed an amended form of the Original Sale Agreement reflecting provisions more beneficial to the estates following discussions among the Debtors, the Successful Bidder and other parties in interest on [[date]] (ECF [No. [•]] (the "**Sale Agreement**") following the filing of the Notice of Auction Results;

i. the Court having found that the Sale Agreement, the Successful Bid and Alternate Bid were duly noticed; and

j. the Court having found that the ~~Successful Bid~~Sale Agreement is the highest or otherwise best offer for the Deidentified Data; and the Court having found that the Alternate Bid is the next highest or otherwise best offer for the Deidentified Data; and~~ upon the Declaration of Dylan Friesner in Support of the Motion (the "**Friesner Declaration**") and the evidence proffered at the Hearing;~~

k. the Court having held a hearing, to consider the relief requested in the Motion (the "**Hearing**"); and

l. upon the *Declaration of Brent Herlihy in Support of the Motion* (the "**Herlihy Declaration**"), the *Consumer Privacy Ombudsman Report to the Court* [ECF No. 1581] (the "**CPO Report**"), *Google LLC's Preliminary Response to Consumer Privacy Ombudsman's Report in Support of the Proposed Sale of the Deidentified Data* [ECF No.

1594] (the "**Google Preliminary Response**"), the [[*Tonic Declaration*]] [ECF No [•]] ("the **[[Tonic]] Declaration**"), the [[*Declaration of Sapana Patel in Support of the Sale of the Deidentified Data*]] [ECF No [•]] (the "**Patel Declaration**"), the [[*Debtors' Reply*]] [ECF No [•]] (the "**Debtors' Reply**") and *Google LLC's Omnibus Reply in Support of the Proposed Sale of the Deidentified Data* [ECF No [•]] (the "**Google Reply**") and the evidence proffered at the Hearing;

m. and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having reviewed and considered the Motion, the Herlihy Declaration, the [[Tonic]] Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Reply and the record of the Auction; and

n. the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and

o. due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and

p. ~~the Court having reviewed and considered the Motion, the Friesner Declaration and the record of the Auction; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the "**Hearing**"); and~~ the Court having determined that the

legal and factual bases set forth in the Motion ~~and~~, the ~~Friesner~~Herlihy Declaration, the [[Tonic]] Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Reply and at the Hearing, establish just cause for the relief granted herein; and

q. the Court having found that the negotiation of and entry into the Sale Agreement by the Debtors and the Successful Bidder, and the Alternate Sale Agreement with the Alternate Bidder, were non-collusive, in good faith, at arm's length, and substantively and procedurally fair to all parties in interest; and ~~the Court having found that the~~

r. the Court having found that the Debtors and the Successful Bidder have engaged in substantial, good faith efforts to resolve all pending objections and informal comments received prior to the Hearing; and

s. the Court having found that the Successful Bidder has acted in good faith in all respects in connection with the transfer of the Deidentified Data, and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and entitled to all of the protections of section 363(m) of the Bankruptcy Code; and

t. the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder have engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and

u. the Court having found that the sale of the Deidentified Data is not intended by the Debtors and the Successful Bidder to be a sale of Personal Data ~~(as defined in the Sale Agreement)~~, the intellectual property rights of any Specified Third-Party, or information that is confidential pursuant to an Existing Third-Party Agreement or Collective Bargaining Agreement; and

v. the Court having found that the procedures for the deidentification, transformation and preparation of the In-Scope Data (as defined in the Sale Agreement) attached to the Statement of Work which is annexed to the Master Service Agreement, attached to this Order as Schedule 1 (such procedures, the "**Data Treatment Procedures**") setting forth the respective obligations of Tonic AI, Inc. (the "**Deidentification Agent**") and the Debtors thereunder, comply with applicable data protection laws governing the transactions contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data;

w. the Court having found that the Successful Bidder has publicly committed, pursuant to Section 1(c) of the Sale Agreement, (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household; and

x. the Court having found that the relief requested in the Motion and entry into the Data Treatment Procedures, the Sale Agreement or the Alternate Sale Agreement represent a sound exercise of the Debtors' business judgment, and are in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and

y. all objections and reservations of rights filed or asserted in respect of the Motion and/or the proposed sale, if any, having been withdrawn, resolved, or overruled with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. The sale of the Deidentified Data as contemplated by the Sale Agreement is hereby approved.

2. All objections or reservation of rights with respect to the entry of this Order or to the relief granted herein, whether filed, stated on the record before the Court or otherwise, which have not been withdrawn, waived, or settled, are hereby denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. The Seller and the Successful Bidder are authorized to enter into, consummate, and perform under, the Sale Agreement and any other ancillary agreements or other documents consistent with the Sale Agreement. ~~This Order and the Sale Agreement shall be binding in~~

4. The Data Treatment Procedures comply with applicable data privacy and data protection laws governing the transaction contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data.

5. The Seller, the Successful Bidder and the Deidentification Agent are authorized to enter into, consummate, and perform under, the Data Treatment Procedures and any other ancillary agreements or other documents consistent with the Data Treatment Procedures.

6. The Data Treatment Procedures (including, for the avoidance of doubt, all exhibits, schedules and ancillary documents thereto) are an integral part of this Order and the Sale Agreement, are incorporated by reference into both this Order and the Sale Agreement, and are hereby approved in their entirety as set forth in this Order. In the event of a conflict or inconsistency between the terms of the Data Treatment Procedures on one hand, and the other terms of the Sale Agreement on the other hand, the terms of the Data Treatment Procedures shall

control. The Data Treatment Procedures shall not be amended, modified, supplemented or waived in a manner that would conflict with this Order or the Sale Agreement or adversely impact the rights of the Specified Third-Parties or Union Parties without further order of this Court; *provided* that the foregoing shall not prohibit the Debtors, the Deidentification Agent and the Successful Bidder from agreeing (in accordance with the Data Treatment Procedures) to expand, modify or enhance the services provided by the Deidentification Agent as necessary to further implement the provisions of this Order.

7. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, the In-Scope Data shall be deidentified, transformed and prepared by the Deidentification Agent pursuant to the Data Treatment Procedures prior to the delivery of the Deidentified Data to the Successful Bidder, which delivery shall occur in accordance with, and subject to the conditions set forth in, the Data Treatment Procedures. Following the delivery of the Deidentified Data to the Successful Bidder, the Deidentification Agent shall destroy any such data, or any derivatives thereof, in its possession subject to and in accordance with the terms of the Data Treatment Procedures. Notwithstanding anything to the contrary in the Sale Agreement, the Deidentification Agent shall be the only "Deidentification Agent" engaged by the Debtors or the Successful Bidder in connection with the Sale Agreement.

8. The Successful Bidder shall (i) treat the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent as confidential and (ii) maintain such data repositories of Services Output Data in a secure environment; in each case of (i) and (ii), consistent with how the Successful Bidder treats and maintains its own confidential information of like nature. In accordance with the Sale Agreement and the public commitment

embodied in Section 3(c) thereof, the Successful Bidder shall not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data (including, for the avoidance of doubt, to profile consumers or employees of the Debtors), and shall (consistent with the Sale Agreement) contractually obligate any transferees of the Deidentified Data to comply with the terms of the Sale Agreement and this Order. Such transferees of the Deidentified Data shall, with respect to any Deidentified Data transferred to them, be subject to this Order to the same extent as the Successful Bidder, and the terms of this Order and the Sale Agreement shall bind any subsequent or further transferees of such transferees with respect to any subsequently or further transferred Deidentified Data.

9. At the conclusion of Phase 4 under the Deidentification Agent's Statement of Work, in addition to the quality-assurance measurements under Item 10 of Exhibit D thereto, the Deidentification Agent will produce a quantitative statistical assessment concerning the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement, as part of the basis for the Deidentification Agent's opinion as to whether the Deidentified Data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of the Debtors (the "**QA Assessment**"). The attack modelling and quantified identifiability in the QA Assessment under clauses 7.3 and 8.2.2 of ISO/IEC 27559:2022 constitute the adversarial component of the QA Assessment and the adversarial review under the Statement of Work; the Deidentification Agent shall not be required to undertake a separate reidentification exercise. No later than 15 days after the completion of the QA Assessment, the Debtors shall, in consultation with the Union Parties, the Deidentification Agent and the

Successful Bidder (but not subject to the consent of any such party), designate an independent third party not affiliated with the Successful Bidder or any Union Party (the "**Verification Agent**") pursuant to Section 9 of the Master Service Agreement (for whose acts and omissions the Deidentification Agent shall have no responsibility) to verify, based on reasonable samples of the Deidentification Agent's proposed form of Deidentified Data made available under the confidentiality and security requirements of the Data Treatment Procedures, that the QA Assessment was performed in accordance with its stated methodology and that its results are accurately reported. The Verification Agent shall complete its review of the QA Assessment within 15 days of the Verification Agent's designation by the Debtors (if designated after the Deidentification Agent completes its initial QA Assessment), or otherwise within 15 days of the Deidentification Agent's completion of the initial QA Assessment or any subsequent QA Assessment following a remediation of the Deidentified Data. The Deidentification Agent shall not deliver its certification under Section 3(c) of the Sale Agreement until the Verification Agent has completed its review. If the Verification Agent identifies a failure to perform the Data Treatment Procedures or a measured result that does not meet the thresholds fixed under the Data Treatment Procedures,[3] the Deidentification Agent shall remediate the affected Deidentified Data in accordance with the Data Treatment Procedures and shall produce a revised QA Assessment, for the Verification Agent's review, following the conclusion of such remediation efforts; any other disagreement between the Verification Agent and the Deidentification Agent

[3] The thresholds fixed under the Data Treatment Procedures comprise (i) the quality-assurance thresholds fixed under Item 10 of Exhibit D of the Statement of Work and (ii) for identifiable groups formed by indirect identifiers, an average identifiability of 0.1, the Table B.2 benchmark for a non-public release under ISO/IEC 27559:2022, with identifiability determined under clause 8.2.2 in accordance with the Deidentification Agent's stated methodology, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement. The Deidentification Agent shall not be required to adopt a Table B.1 threshold under ISO/IEC 27559:2022. Notwithstanding anything to the contrary in this Order, the Deidentification Agent may establish more stringent thresholds in its independent judgment.

concerning the Verification Agent's review of the QA Assessment (an "**Agent Dispute**," which shall not extend to the selection of the methodology, assumptions or thresholds) shall be resolved by this Court on motion of the Debtors, the Verification Agent, the Deidentification Agent or the Successful Bidder; *provided that* all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order and no Agent Dispute shall be the occasion for any challenge to the foregoing. The Verification Agent's report shall be delivered to the Debtors with, and shall accompany, the Deidentification Agent's certification delivered under Section 3(c) of the Sale Agreement, as the statement of the Verification Agent. The Verification Agent's review shall not replicate or replace the Data Treatment Procedures, rerun the QA Assessment, apply a reidentification testing methodology that deviates from the methodology used to produce the QA Assessment, or involve access to Services Raw Data, and shall not alter the assumptions, thresholds or criteria fixed under the Data Treatment Procedures. The Verification Agent's review shall be limited to verifying the accuracy of the contents and results of the QA Assessment, including whether the Deidentification Agent applied each step of the methodology stated in the QA Assessment. The QA Assessment, the Deidentification Agent's cooperation with the Verification Agent and any remediation (including any Agent Dispute) under this paragraph beyond Section 8 of the Statement of Work are additions to the services under the Statement of Work to be documented by change order, and the schedule under the Statement of Work shall be extended accordingly.

10. Notwithstanding anything herein to the contrary, except for an Agent Dispute, to the extent that any person received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose

objection has been withdrawn, resolved, or overruled, and provided that the Verification Agent conducted its review of the QA Assessment in accordance with this Order, such person or entity shall have no claim or remedy against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment pursuant to this Order. Any claim against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment shall be brought only in this Court.

11. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, Excluded Employee Data (as defined in the Sale Agreement) and information that is confidential pursuant to a Collective Bargaining Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall remove Excluded Employee Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Union Search Terms agreed or determined under paragraphs 23 to 25 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

12. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Union Party becomes aware that Excluded Union Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Union Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Union Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of

such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control) and (ii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Union Party from seeking further relief from this Court to prevent public disclosure of Excluded Union Data identified in such notice following such Union Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 12.

13. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Union Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Union Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Union Data; and (iii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

14. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement or any exhibit, schedule, or ancillary document related thereto, (a) intellectual property rights of any Specified Third-Party (as defined in the Sale Agreement) and (b) the Excluded Third-Party Data (as defined in the Sale Agreement) and information that is confidential pursuant to an Existing Third-Party Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the

Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall undertake to remove Excluded Third-Party Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Third-Party Search Terms agreed or determined under paragraphs 20 to 22 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

15. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third-Party becomes aware that Excluded Third-Party Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third-Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Third-Party Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); and (ii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third-Party from seeking further relief from this Court to prevent public disclosure of Excluded Third-Party Data identified in such notice following such Specified Third-Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 15.

16. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third-Party becomes aware that other information that is not Excluded Third-Party Data but that such

Specified Third-Party reasonably believes is confidential information of such Specified Third-Party pursuant to an Existing Third-Party Agreement (such information, "**Asserted Confidential Information**") was included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third-Party may send a written notice (a "**Confidentiality Notice**") to the Successful Bidder which shall (i) identify such Asserted Confidential Information with specificity, and (ii) reasonably substantiate that (x) such Asserted Confidential Information is confidential information of the Specified Third-Party pursuant to an Existing Third-Party Agreement, and (y) such Asserted Confidential Information was transferred to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement. The Successful Bidder shall, following receipt of such properly issued Confidentiality Notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of the Asserted Confidential Information that is the subject of such Confidentiality Notice (to the extent such Asserted Confidential Information is then within the Successful Bidder's possession or control); and (ii) delete such Asserted Confidential Information from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third-Party from seeking further relief from this Court to prevent public disclosure of Asserted Confidential Information identified in such Confidentiality Notice following such Specified Third-Party's delivery of such Confidentiality Notice to the Successful Bidder in accordance with this paragraph 16.

17. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Third-Party Data is included within the Deidentified Data

delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Specified Third-Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Third-Party Data; and (iii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

18. Nothing in this Order or the Sale Agreement shall be construed as a determination that Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, and any rights that any Union Party or Specified Third-Party has under applicable law, following delivery of a notice to the Successful Bidder pursuant to paragraphs 12, 15 or 16 of this Order (and delivery of a copy of such notice to the Debtors), to seek further relief from this Court, including on an emergency basis, in the event that a Union Party or Specified Third-Party becomes aware that Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information (as applicable) is included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent or such Excluded Union Data, Excluded Third-Party Data or Asserted Confidential Information is publicly disclosed by the Successful Bidder, are hereby fully preserved.

19. Notwithstanding anything herein to the contrary, to the extent that any person or entity who is not a Union Party or Specified Third-Party received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled,

and provided that the Deidentification Agent performed the Data Treatment Procedures in accordance with this Order and the Data Treatment Procedures, such person or entity shall have no claim or remedy against the Deidentification Agent arising from or relating to: (i) the Deidentification Agent's performance of services pursuant to the Data Treatment Procedures, or this Order; or (ii) the certification delivered under Section 3(c) of the Sale Agreement. For the avoidance of doubt, compliance by the Deidentification Agent with the Data Treatment Procedures shall constitute satisfaction of the Deidentification Agent's obligations under this Order. The certification delivered under Section 3(c) of the Sale Agreement is a statement of procedures performed, results measured, and the Deidentification Agent's professional opinion as of its date, and may be relied upon only by the Debtors and the Successful Bidder, in each case as provided in their respective written agreements with the Deidentification Agent. Any claim (including claims for violation of any relevant state or federal law or regulation) by a Union Party or Specified Third-Party against the Deidentification Agent or the Successful Bidder arising from or relating to the Data Treatment Procedures or the Deidentified Data shall be brought only in this Court.

20. No later than fifteen (15) days after entry of this Order, each Specified Third-Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Third-Party Search Terms**") intended to identify information that the Specified Third-Party believes in good faith is confidential pursuant to an Existing Third-Party Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Third-Party Search Term, the Specified Third-Party shall indicate the category or categories of such information that such Third-Party Search Term

is intended to identify. Any such Third-Party Search Terms shall be reasonably necessary and narrowly tailored to identify such information that the Specified Third-Party believes in good faith is confidential pursuant to an Existing Third-Party Agreement. The Debtors and each Specified Third-Party shall work in good faith to agree upon such Third-Party Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. Subject to paragraphs 21 and 22 of this Order, any information identified by the Deidentification Agent using such agreed Third-Party Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Third-Party Data for all purposes of this Order and the Sale Agreement.

21. To the extent that the Third-Party Search Terms include information that is confidential pursuant to an Existing Third-Party Agreement, the Debtors and the Deidentification Agent shall not provide the Third-Party Search Terms to the Successful Bidder without the consent of the Specified Third-Party to which such Third-Party Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to an Existing Third-Party Agreement without the consent of the Specified Third-Party to which such Third-Party Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Third-Party Search Terms applicable to each specific Specified Third-Party as well as those applicable to all Specified Third-Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) reduce the aggregate volume of Deidentified Data to be delivered to the Successful Bidder by an amount that exceeds 8% of the volume of the In-Scope Data that would otherwise

be delivered to the Successful Bidder prior to the application of any Third-Party Search Terms or Union Search Terms (such event, a "**Material Degradation**") (and, for such purpose, the Third-Party Search Terms shall be applied together with the Union Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

22. The Debtors and each Specified Third-Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Third-Party Search Terms no later than sixty (60) days following the entry of this Order (the "**Third-Party Search Terms Deadline**"); *provided that*, after the Third-Party Search Terms Deadline, the Debtors, any Specified Third-Party or the Successful Bidder may seek relief from this Court with respect to any Third-Party Search Terms that remain in dispute (any such matter, a "**Third-Party Search Term Dispute**"). The only issues before the Court in connection with any Third-Party Search Term Dispute shall be whether (i) the disputed Third-Party Search Terms are reasonably necessary and narrowly tailored to identify information that the Specified Third-Party believes is confidential pursuant to an Existing Third-Party Agreement, and (ii) such information constitutes information that is confidential pursuant to such Existing Third-Party Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Third-Party Search Term unless the Court finds that such Third-Party Search Term is reasonably necessary and narrowly tailored to identify information that is confidential pursuant to an Existing Third-Party Agreement. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Specified

Third-Party. Each Specified Third-Party that does not timely propose Third-Party Search Terms in accordance with paragraph 20 of this Order shall be forever barred from proposing Third-Party Search Terms or objecting to or otherwise disputing the adequacy of the Third-Party Search Terms.

23. No later than fifteen (15) days after entry of this Order, each Union Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Union Search Terms**") intended to identify information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Union Search Term, the Union Party shall indicate the category or categories of such information that such Union Search Term is intended to identify. Any such Union Search Terms shall be reasonably necessary and narrowly tailored to identify such information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement. The Debtors and each Union Party shall work in good faith to agree upon such Union Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. Subject to paragraphs 24 and 25 of this Order, any information identified by the Deidentification Agent using such agreed Union Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Employee Data for all purposes of this Order and the Sale Agreement.

24. To the extent that the Union Search Terms include information that is confidential pursuant to a Collective Bargaining Agreement, the Debtors and the Deidentification Agent shall

not provide the Union Search Terms to the Successful Bidder without the consent of the Union Party to which such Union Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to a Collective Bargaining Agreement without the consent of the Union Party to which such Union Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Union Search Terms applicable to each specific Union Party as well as those applicable to all Union Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) result in a Material Degradation (and, for such purpose, the Union Search Terms shall be applied together with the Third-Party Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

25. The Debtors and each Union Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Union Search Terms no later than sixty (60) days following the entry of this Order (the "**Union Search Terms Deadline**"); *provided that*, after the Union Search Terms Deadline, the Debtors, any Union Party or the Successful Bidder may seek relief from this Court with respect to any Union Search Terms that remain in dispute (any such matter, a "**Union Search Term Dispute**"). The only issues before the Court in connection with any Union Search Term Dispute shall be whether (i) the disputed Union Search Terms are reasonably necessary and narrowly tailored to identify

information that the Union Party believes is confidential pursuant to a Collective Bargaining Agreement, and (ii) such information constitutes information that is confidential pursuant to such Collective Bargaining Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Union Search Term unless the Court finds that such Union Search Term is reasonably necessary and narrowly tailored to identify information that is confidential pursuant to a Collective Bargaining Agreement. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Union Party. Except for Third-Party Search Term Disputes and Union Search Term Disputes (collectively, "**Search Term Disputes**"), which are expressly reserved to be heard in accordance with paragraphs 22 and 25 of this Order, respectively, all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order, and no Search Term Dispute shall be the occasion for any challenge to the foregoing. Each Union Party that does not timely propose Union Search Terms in accordance with paragraph 23 of this Order shall be forever barred from proposing Union Search Terms or objecting to or otherwise disputing the adequacy of the Union Search Terms.

26. If (x) the Debtors, the Deidentification Agent and the Specified Third-Parties or the Union Parties, as applicable, reach an agreement that Third-Party Search Terms or Union Search Terms shall be applied, or (y) the Court determines that one or more disputed Third-Party Search Terms or Union Search Terms shall be applied and, following such application, a Material Degradation has resulted, individually (when applying the Third-Party Search Terms applicable to one Specified Third-Party or the Union Search Terms applicable to one Union

Party) or in the aggregate (when applying the Third-Party Search Terms applicable to all Specified Third-Parties together with the Union Search Terms applicable to all Union Parties), then the Deidentification Agent shall promptly provide the resulting volume measurement to the Debtors and the Successful Bidder, and the Debtors shall provide notice of such Material Degradation to the Successful Bidder (a "**Material Degradation Notice**"). The Successful Bidder may terminate the Sale Agreement by written notice to the Debtors and the Deidentification Agent within ten (10) business days of receipt of a Material Degradation Notice, in which case the Successful Bidder shall not be required to accept delivery of the Deidentified Data or remit payment of the Purchase Price. If the Successful Bidder fails to deliver such written notice within such ten (10) business day period, the Successful Bidder shall be deemed to have waived its right to so terminate the Sale Agreement on account of such Material Degradation Notice.

27. After the filing of the Deidentification Agent's certification, upon the written request of a Specified Third-Party or Union Party, the Debtors shall, no later than 30 days following such request, provide to such Specified Third-Party or Union Party the information on the exclusion manifest delivered by the Deidentification Agent to the Debtors pursuant to the Deidentification Agent's Statement of Work that is applicable to such Specified Third-Party or Union Party.

28. Nothing in this Order or the Sale Agreement shall impair or otherwise limit any rights or defenses of the Debtors, the Deidentification Agent, any Specified Third-Party, any Union Party or the Successful Bidder with respect to Excluded Third-Party Data, Excluded Union Data, Asserted Confidential Information or the intellectual property rights of any Specified Third-Party.

29. This Order, the Sale Agreement and the Data Treatment Procedures shall be binding in all respects upon the Debtors, their estates, all creditors and other holders of claims (whether known or unknown) against the Debtors, all holders of equity interests in the Debtors, all holders of interests (whether known or unknown) in the Deidentified Data or any portion thereof, all non-Debtor parties to contracts necessary to utilize and/or access the Deidentified Data, the Successful Bidder, the Deidentification Agent (to the extent of its obligations under the Data Treatment Procedures), each Specified Third-Party, and all successors and assigns of the foregoing, including any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7, and any other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases. The obligations of Seller under the Sale Agreement are binding on Seller, and any claims of the Successful Bidder arising from Seller's breach or non-performance of such obligations shall constitute administrative expenses of Seller's bankruptcy estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. The Debtors are authorized to perform their obligations under their written agreements with the Deidentification Agent, and the Debtors' obligations thereunder shall likewise constitute administrative expenses of Seller's bankruptcy estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. If the sale of the Deidentified Data fails to close, the Successful Bidder's deposit shall be promptly released in accordance with the Bidding Procedures, Sale Agreement, and any applicable deposit agreement.

30. ~~4.~~ The Debtors, the Successful Bidder, and their respective affiliates are authorized, as applicable, to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, agreements, and other documents, and to take any and all actions, necessary or appropriate to implement the Sale Agreement, without further order of the Court.

31. ~~5.~~ Notwithstanding anything to the contrary in this Order, the Bidding Procedures Order, or the Sale Agreement, Spirit has satisfied the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

32. ~~6.~~ The sale of the Deidentified Data to the Successful Bidder shall constitute a legal, valid, binding, enforceable and effective transfer, sale, conveyance, and full and complete general assignment thereof, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business, and shall vest the Successful Bidder with all of the Debtors' interests in the Deidentified Data free and clear of all liens, claims, rights, liabilities, encumbrances, or other interest of any kind or nature ("**Liens**"). Upon the Seller's receipt of the consideration for such transaction (the "**Consideration**"), the sale of the Deidentified Data to the Successful Bidder shall be free and clear of all Liens (regardless of whether such Liens have been asserted, filed, or otherwise exist by virtue of any applicable laws) pursuant to section 363(f) of the Bankruptcy Code, with any such Liens transferred and attached solely to such proceeds in the same order of priority that such Liens had on the Deidentified Data. Any holder of such Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation to evidence the release of liens from the Deidentified Data as reasonably requested by the Debtors. If any person or other entity that has filed statements or other documents or agreements evidencing liens on, or interests in, any of the Deidentified Data shall not have delivered to the Debtors upon reasonable request to such lienholder in proper form for filing and executed by the appropriate parties, termination statements, releases of liens, and any other documents necessary for the purpose of documenting the release of liens or interests which such entity has or may assert on the Deidentified Data, the Debtors and the ~~Buyer~~Successful Bidder are hereby authorized to execute

and file such statements, instruments, releases, and other documents on behalf of such entity with respect to such Deidentified Data to the extent consistent with this Order. This Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the ~~Buyer~~Successful Bidder to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other interests in the Deidentified Data, and the ~~Buyer~~Successful Bidder may, but is not directed to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or have real or personal property, or with any other appropriate clerk or recorder, and such filing shall be accepted and shall be sufficient to release, discharge, and terminate any of the interests as set forth in this Order as of the ~~Closing~~closing of the sale. Notwithstanding the foregoing, the provisions of this Order authorizing and approving the transfer of the Deidentified Data free and clear of interests shall be self-executing, and neither the Debtors nor the ~~Buyer~~Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

33. ~~7.~~ Each holder of Lien on the Deidentified Data (or any portion thereof) who did not timely and properly object to the Motion (or who ultimately withdrew any such objection) has consented to the sale of the Deidentified Data subject to the terms of this Order. Each holder of a Lien on the Deidentified Data (or any portion thereof) who timely and properly objected to the Motion and did not ultimately withdraw such objection could be compelled in a legal or equitable proceeding to accept money satisfaction of such claims pursuant to section 363(f)(5) of the Bankruptcy Code, or one or more of the other subsections of section 363(f) of the Bankruptcy Code applies, and each such holder is therefore adequately protected by having its claims that

constitute interests in the Deidentified Data, if any, attach to the transaction proceeds with the same priority that existed immediately prior to the ~~Closing~~closing of the sale.

34. ~~8.~~ Pursuant to section 363 of the Bankruptcy Code, the Debtors have exercised sound business judgment in connection with the sale of the Deidentified Data in accordance with this Order. The Consideration is adequate and fair consideration and reasonably equivalent value for the Deidentified Data under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other similar applicable law. The sale of the Deidentified Data is not a bulk sale under any applicable law, and no bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transaction, the Motion, or this Order. None of the Debtors nor the Successful Bidder has engaged in any conduct that would cause the sale of the Deidentified Data to be avoided, or damages or costs to be imposed under section 363(n) of the Bankruptcy Code. The Successful Bidder acted in good faith as provided in section 363(m) of the Bankruptcy Code in all respects with respect to the sale of the Deidentified Data as contemplated in the Sale Agreement, the Bidding Procedures, and the Auction. The Successful Bidder and, to the extent applicable, its good-faith transferees are afforded the protections under section 363(m) of the Bankruptcy Code. The reversal or modification on appeal of the authorization provided herein to consummate the sale of the Deidentified Data shall not alter, affect, limit, or otherwise impair the validity of the sale unless such authorization and consummation are duly stayed pending such appeal. The Successful Bidder shall not be deemed to be the successor or mere continuation of the Debtors, have merged with or into the Debtors (de facto or otherwise), or have any successor or vicarious liability of any kind or character, whether known or unknown, now existing or arising hereafter, with respect to the Deidentified Data. All persons and entities asserting such

successor-liability, de facto merger, or substantial continuity claims are permanently enjoined from pursuing them against the Successful Bidder or the Deidentified Data.

35. ~~9.~~ The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Sale Agreement and related documents. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the transaction and the provisions of this Order.

36. ~~10.~~ The Original Sale Agreement and Alternate Sale Agreement were attached as **Exhibit 1** and **Exhibit 2**, respectively, to the Notice of Auction Results; accordingly, a statement of the kind referenced in Bankruptcy Rule 6004(f)(1)(A) need not be filed.

37. ~~11.~~ In the event the Debtors and the Successful Bidder fail to consummate the transactions contemplated under the Sale Agreement, the Debtors may accept the Alternate Bid upon the filing of a notice to such effect with the Court in accordance with the Bidding Procedures and subject to the terms of the Alternate Bid, in which case (i) the Alternate Bidder shall be deemed to be the "Successful Bidder" for all intents and purposes under this Order; (ii) the Alternate Sale Agreement and related documentation shall be deemed to be the "Sale Agreement" for all intents and purposes under this Order; and (iii) the Debtors shall be authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in light of the foregoing.

38. ~~12.~~ Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and this Order shall be effective and enforceable immediately upon its entry.

39. ~~13.~~ The Debtors are authorized to take any action they deem necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

40. ~~14.~~ To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Order shall control and govern. To the extent of any inconsistency between this Order and the Sale Agreement or any related or ancillary document, the terms of this Order shall govern.

41. ~~15.~~ Nothing contained in any plan of reorganization or liquidation, or in any order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case(s) into which these Chapter 11 Cases are converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

~~16. Pursuant to the Sale Agreement, the Buyer may direct the Debtors to deliver the Deidentified Data to one or more Deidentification Agents to Deidentify, prepare, transform and aggregate the Deidentified Data for further delivery to the Buyer.~~

42. ~~17.~~ The failure specifically to include any particular provision of the Sale Agreement or the Data Treatment Procedures in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement and the Data Treatment Procedures be authorized and approved in ~~its~~their entirety.

43. ~~18.~~ The Court retains jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2026
White Plains, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Revised Sale Agreement

BILL OF SALE

This Bill of Sale (this "**Agreement**") is entered into as of [●], 2026, by and among Google LLC, a Delaware limited liability company ("**Buyer**"), and Spirit Airlines, LLC, a Delaware limited liability company (together with each of its affiliated debtors and debtors-in-possession in the Bankruptcy Cases, collectively, the "**Seller**"). Buyer and the Seller are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, on August 29, 2025, Spirit Airlines, LLC and its affiliates each commenced voluntary cases (the "**Bankruptcy Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**");

WHEREAS, Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to Buyer, all of the Assets (as defined below), free and clear of all liens, claims, encumbrances and other interests of any kind (collectively, "**Claims**"), upon the terms and subject to the conditions set forth in this Agreement (collectively, the "**Transaction**");

WHEREAS, the Parties intend to effectuate the Transaction through a sale of the Assets pursuant to section 363 of the Bankruptcy Code and the authorization granted by the Bankruptcy Court pursuant to the Bidding Procedures Order;[1] and

WHEREAS, Buyer and the Seller now desire to consummate the Transaction as set forth herein by the execution and delivery of this Agreement in order to give immediate effect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Asset Transfer*.

(a) The Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and takes assignment from the Seller of, all of the Seller's right, title and interest in, to and under all of the assets set forth on **Exhibit A** hereto (the "**Assets**") for an aggregate purchase price equal to Ten Million U.S. Dollars ($10,000,000.00) (the "**Purchase Price**"), with delivery of the Assets to be made in deidentified form in accordance with Section 1(a)(ii) following, and in no event prior to, the satisfaction (or waiver) of the conditions set forth in Section 3; *provided that*:

[1] "**Bidding Procedures Order**" means the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors' Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors' Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures, and (II) Granting Related Relief* [ECF No. 1213].

(i) it is the express intention of the Parties that the Assets *shall not* include information that identifies, relates to, describes, or is reasonably capable of being associated with a consumer or an employee of Seller, or is otherwise considered "personal data", "personal information", "nonpublic personal information" or other similar term under applicable data protection laws (such information, "**Personal Data**," *provided that*, for the avoidance of doubt, the definition of Personal Data does not include Deidentified Data (as defined below));

(ii) Seller shall not transmit the data described in Items 1 and 2 of **EXHIBIT A** (such data, the "**In-Scope Data**") directly to Buyer, but shall instead transmit such data to a third party designated by Seller and reasonably acceptable to Buyer (such a third party, a "**Deidentification Agent**") in order to: (A) take reasonable measures as set forth in Section 3(c) below to remove or transform certain data elements such that the data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of Seller (such transformed data, "**Deidentified Data**," and the process of such transformation, "**Deidentification**" or "**Deidentifying**"); (B) remove Excluded Employee Data and Excluded Third-Party Data (each as defined in **EXHIBIT A** hereto) (the process of such removal, "**Exclusion**"); and (C) migrate such data in a format that is reasonably acceptable to Buyer for further delivery to Buyer (the process of Deidentification, Exclusion and data migration, collectively, the "**Data Treatment Process**");

(iii) Buyer shall be solely responsible for any and all costs and expenses incurred in connection with the Data Treatment Process in accordance with Section 1(a)(ii); *provided that*, for the avoidance of doubt, any such costs and expenses shall not reduce the amount of the Purchase Price; *provided further that*, the Data Treatment Process described in Section 1(a)(ii) shall be conducted under the supervision of Seller in accordance with the Data Treatment Procedures (as defined below); and

(iv) the Deidentification Agent shall deliver the Assets to Buyer upon the certified completion of the Data Treatment Process consistent with Section 3(c)Section 3, and such delivery by the Deidentification Agent to the Buyer shall be deemed delivery by the Seller to Buyer for all purposes of this Agreement.

(b) Notwithstanding anything herein to the contrary:

(i) The Assets shall not include any communications, documents, or other information protected by any attorney-client privilege, work product or similar protection (the foregoing items, "**Privileged Materials**"). To the extent that, following the transfer of the Assets, the Seller determines that the transferred Assets contain any Privileged Materials inadvertently transferred or not removed by the Seller prior to the transfer of the Assets to Buyer: (A) this Agreement or such transfer of such Privileged Materials to Buyer shall not result in the loss of any attorney-client privilege, work product or other similar protection; and such protections shall continue to belong solely to, and will solely be controlled by, the

Seller (and Buyer shall not assert otherwise); (B) the Seller shall notify Buyer of such inadvertent transfer or failure to remove such Privileged Materials; and (C) following Buyer's receipt of such notice, Buyer shall promptly (x) use reasonable efforts to prevent public disclosure of such identified Privileged Materials (to the extent such Privileged Materials are then within Buyer's possession or control) and (y) take all other steps necessary to preserve Seller's attorney-client privilege, work product or other similar protection with respect to such identified Privileged Materials consistent with the Confidentiality Agreement dated as of June 18, 2026 between the Buyer and Spirit Aviation Holdings, Inc.

(ii) The Seller shall have the right to retain copies of any and all data included in the Assets solely for purposes of winding down the Seller's business or complying with applicable law or statutory requirements in connection therewith. For the avoidance of doubt, the Seller shall not sell, assign or transfer the In-Scope Data or any interest in such data to any purchaser other than Buyer or to any other third-party, and shall not use such data for any commercial or other purpose than the administration of the winding down of the Seller's business or compliance with applicable law or statutory requirements; *provided that* the Seller may sell its customer data list, which includes individual traveler spend aggregated by year, to third-parties in hospitality, travel, leisure or related industries.

(c) Buyer publicly commits (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household. If Buyer has not made such a commitment in a broadly accessible public document (*e.g.*, Buyer's publicly posted privacy notice), Buyer acknowledges and agrees that the commitments, representations, warranties and agreements made through this Agreement constitute a public commitment as required under applicable data protection laws. For the avoidance of doubt, Buyer shall have the right to transfer Deidentified Data to third parties, *provided* that Buyer contractually obligates such transferees to comply with the provisions of this Section 1(c) and the Sale Order.

Section 2. *Payment of Purchase Price*. Contemporaneously with the delivery of the Assets to Buyer in accordance with Section 1, Buyer shall deliver the Purchase Price in immediately available funds by transfer to the account of the Seller set forth on **Exhibit B** hereto.

Section 3. *Conditions Precedent*. The respective obligations of each Party to consummate the Transaction are subject to the satisfaction (or waiver by the Parties) of the following conditions; provided that the conditions set forth in Section 3(b) and Section 3(c) may not be waived, in whole or in part, except pursuant to an order of the Bankruptcy Court:

(a) receipt of duly executed signature pages from each Party;

(b) the entry of an order of the Bankruptcy Court approving the sale and the transfer of the Assets in form and substance reasonably acceptable to the Parties (the "**Sale Order**");

(c) the Deidentification Agent shall have certified to Buyer's reasonable satisfaction that, in each case in accordance with the procedures applicable to the Data Treatment Process as agreed between the Seller, the Buyer and the Deidentification Agent and approved by the Sale Order (such agreed process approved by the Sale Order, the "**Data Treatment Procedures**"): (i) the Assets have been deidentified in accordance with applicable laws (including, to the extent applicable to U.S. consumers, using the standard for de-identification set forth under the California Consumer Privacy Act, as amended, regardless of whether such statute does, or does not, apply to the Assets, and for any "protected health information" or other consumer health-related data, using the standard for de-identification set forth under 45 C.F.R. § 164.514) and prevailing applicable industry standards for data deidentification, in each case, while preserving referential integrity across the data set; and (ii) Excluded Employee Data and Excluded Third-Party Data have been removed from the Assets transferred to Buyer;

(d) the Assets are capable of being transferred to Buyer in the format and manner specified on **Exhibit A** hereto; and

(e) except for the process described in Section 1(a)(ii) and Section 3(c), no portion of the Assets has been deleted, modified or removed other than (i) in the ordinary course of business consistent with the Seller's past practice, (ii) *de minimis* amounts of data removed by the Seller as reasonably necessary to preserve the Seller's attorney-client privilege, work product or other similar protections, or (iii) with the consent of the Buyer.

Section 4. *Further Assurances*. Each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Seller shall (a) execute and deliver any instruments of conveyance, bills of sale, assignments or other documents reasonably requested by Buyer to effectuate the transfer of the Assets free and clear of all Claims; (b) at Buyer's expense, cooperate with Buyer in good faith and use commercially reasonable efforts to assist Buyer in obtaining possession and control of the Assets, including, without limitation, any credentials or access keys necessary for Buyer's use of the Assets (if any); and (c) provide Buyer with a reasonable opportunity to review and comment on the Data Treatment Process conducted by the Deidentification Agent and give good faith consideration to Buyer's comments to ensure the Data Treatment Process is reasonably satisfactory to Buyer, provided that such comments shall not cause the Deidentification Agent to limit or refrain from the Deidentification of any Personal Data or the Exclusion of any Excluded Employee Data or Excluded Third-Party Data; *provided*, that if any data or proprietary software, computer program or application set forth on **Exhibit A** hereto is not in the possession or control of Seller as of the execution and delivery hereof, the Seller shall use commercially reasonable efforts to obtain possession

or control of, and deliver or cause to be delivered to Buyer, such data or proprietary software, computer program or application as promptly as reasonably practicable.

Section 5. *Assignment and Assumption of Contracts*. Notwithstanding anything to the contrary in this Agreement, no contracts, agreements, licenses or other arrangements of the Seller shall be assumed by the Seller or assigned to Buyer pursuant to this Agreement or the transactions contemplated hereby, and Buyer shall have no liability or obligation with respect to any such contracts, agreements, licenses or other arrangements.

Section 6. *Representations and Warranties*. The Seller represents and warrants to Buyer that:

(a) the Seller is the sole and exclusive owner of the Assets and has good and valid title to, and the full right to sell, assign, transfer, convey and deliver, the Assets, free and clear of all Claims;

(b) to the best of the Seller's knowledge, the In-Scope Data represents substantially all data assets that (i) the Seller solely and exclusively owns and that the Seller may sell, assign, transfer, convey, and deliver to the Buyer under this Agreement, and (ii) are the same as, or are substantially similar to, any other data asset or category of data assets described as "Included" in the Assets Schedule (as defined in **Exhibit A** hereto);

(c) the Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and no further consents or approvals are required for the Seller to consummate the Transaction, except as otherwise set forth herein or in connection with the Bankruptcy Cases;

provided, however, that the representations and warranties of the Seller contained in this Section 6 are made as of the date hereof and again as of the date of delivery of the Assets, and shall not survive the consummation of the Transaction in accordance with the terms and conditions set forth in Section 1, Section 2 and Section 3; *provided, further*, that notwithstanding anything in this Agreement to the contrary (including Section 7), nothing in this Agreement shall limit, waive or release any claim based on fraud.

Section 7. *Disclaimers*. BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH THE SELLER HEREBY DISCLAIMS), RELATING TO (a) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (b) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (c) NON-INFRINGEMENT, (d) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (e) ANY OTHER MATTER WHATSOEVER (INCLUDING THE ACCURACY OR COMPLETENESS

OF ANY INFORMATION PROVIDED TO BUYER), IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST THE SELLER OR ANY AFFILIATE OF THE SELLER ASSOCIATED WITH THE ASSETS.

Section 8. *Notices*. All notices, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received), (c) one business day following the day sent by overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

(i) If to the Seller, then to:

Spirit Airlines, LLC
1731 Radiant Drive
Dania Beach, FL 33004
Attn: legaldepartment@spirit.com

and

PJT Partners LP
280 Park Avenue
New York, New York 10017
Attn: soar_asset_sales@pjtpartners.com

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Marshall S. Huebner (marshall.huebner@davispolk.com)
Darren S. Klein (darren.klein@davispolk.com)
Christopher S. Robertson (christopher.robertson@davispolk.com)

(ii) If to Buyer:

Google LLC
1600 Amphitheatre Parkway

Mountain View, CA 94043
Attn: M&A Legal
E-mail: ma-notice@google.com

with a copy (which will not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Sean O'Neal (soneal@cgsh.com)
Glenn McGrory (gmcgrory@cgsh.com)
Charles Allen (callen@cgsh.com)

Section 9. *Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.*

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York state court located in the Borough of Manhattan, New York, New York, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by applicable laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 8) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 10. *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 11. *Counterparts*. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email attachment will be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 12. *Miscellaneous*. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein. This Agreement will inure to the benefit of and bind the respective successors and assigns of the Parties. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the Parties or, in the case of a waiver, by the Party or Parties waiving compliance; *provided that*, notwithstanding the foregoing, Section 1(c), Section 3(c) and clauses A–F of **Exhibit A** shall not be waived, modified or amended except pursuant to an order of the Bankruptcy Court. Each term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. Each of the Parties has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in connection with the construction or interpretation of this Agreement.

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[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties herein have executed this Bill of Sale as of the date set forth in the first paragraph hereof.

BUYER:

GOOGLE LLC

By: _____
Name:
Title:

THE SELLER:

SPIRIT AIRLINES, LLC

By: _____
Name:
Title:

EXHIBIT A

Assets

All of the Seller's right, title and interest in, to and under the following, in each case subject to (x) the completion of the Data Treatment Process and (y) clauses A–F below:

1. All data designated as "Included" in the schedule of assets attached to this **Exhibit A** (the "**Assets Schedule**").

2. All software, computer programs and applications owned by the Seller that have been developed by the Seller, including, without limitation, all associated source code, object code, architecture, software models, plugins, data files, algorithms, libraries, compilers, subroutines, tools and APIs, as well as all data and documentation relating to the development, use, operation and maintenance of such software, computer programs and applications (including, without limitation, technical specifications, user manuals, training materials and system documentation).

For the avoidance of doubt and notwithstanding anything to the contrary:

A. Pursuant to Section 1(a) of the Agreement, the Assets shall not include any Personal Data (it being understood that, accordingly, the Assets shall not include the Seller's customer list nor any Personal Data related to consumers or employees of Seller).

B. Pursuant to Section 1(b) of the Agreement, the Assets shall not include any Privileged Materials.

C. The Assets shall not include, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures: (i) employee medical and disability data; (ii) employee drug or alcohol testing records, including any written statement as to the basis for a "reasonable suspicion" test (as defined in an applicable Collective Bargaining Agreement) and information contained therein; (iii) FAA pilot and flight attendant records, including but not limited to certificate or enforcement data; (iv) confidential labor-related investigations, grievance and arbitration files, settlement agreements, disciplinary files and counseling records, mediation-related records, leave, performance, accommodation, union or collective bargaining records; (v) employee bank records; (vi) crew base and crew pairing information; (vii) FAA certificate numbers; (viii) employee W-4s, I-9s, and copies of employee certificates, licenses, and passports; (ix) employee payroll records; (x) flight crew fatigue reports; (xi) flight attendant and pilot time cards; (xii) Record of Arrest and Prosecution Back files; (xiii) Aviation Safety Action Program (ASAP) materials, including reports submitted under any such program of the Seller, Event Review Committee records and determinations, corrective action records and program manager files, and any information shared between any such program and the Federal Aviation Administration's Air

Traffic Safety Action Program (ATSAP) under the Confidential Information Share Program (CISP) Memorandum of Understanding; (xiv) free-text and voice-contact communications transmitted through the Aircraft Communications Addressing and Reporting System (ACARS) between flight crew and flight operations, dispatch or maintenance; (xv) Line Operations Safety Audit (LOSA) data; (xvi) the safety reports and notifications specified in Chapter 8.4.11 of the Spirit's Flight Operations Manual; (xvii) audio and visual recordings of flight attendants; (xviii) biometric data, (xix) the advanced qualification program databases, and CFR Part 121 N and O training records; (xx) Flight Operations Quality Assurance Program (FOQA) and FOQA Data Sharing (Cross Talk) information (such data described in the foregoing clauses (i) through (xx), including any Excluded Union Data[2] of a Union Party[3] contained in such data described in such foregoing clauses, "**Excluded Employee Data**"); *provided, however*, that any Excluded Employee Data described in the foregoing clauses (i) through (xvi) not reasonably capable of removal in accordance with the Data Treatment Procedures shall be subject to Deidentification in accordance with Section 1(a)(ii) of the Agreement and shall thereafter be considered Deidentified Data (and not Excluded Employee Data) for all purposes of this Agreement; *provided, further*, that the Assets shall not include Excluded Employee Data described in the foregoing clauses (xvii) through (xx) (whether or not deidentified).

D. The Assets shall not include, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures: (i) confidential contracts, leases or other agreements between Seller and any Specified Third-Party;[4] (ii) confidential communications between Seller and any Specified Third-Party; (iii) confidential information

[2] "**Excluded Union Data**" means, to the extent such information is confidential pursuant to a collective bargaining agreement existing as of the date of the entry of the Sale Order between any Debtor and a Union Party (a "**Collective Bargaining Agreement**") and is identified by Union Search Terms agreed or determined under the Sale Order or is otherwise designated by the Seller pursuant to the Data Treatment Procedures: (i) employee medical information related to FMLA leave; (ii) information related to company medical examinations of employees; (iii) records of any quarterly grievance mediations between any Debtor and a Union Party; (iv) the information described in clause C(ii) of this Exhibit A, (v) the information described in clause C(xiii) of this Exhibit A, and (vi) the information described in clause C(xx) of this Exhibit A.

[3] "**Union Party**" means each of Association of Flight Attendants-CWA, AFL-CIO, Air Line Pilots Association, International, International Association of Machinists and Aerospace Workers, Transport Workers Union Local 570, and Professional Airline Flight Control Association.

[4] "**Specified Third-Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard Inc., and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.

of any Specified Third-Party that is subject to an order of the Bankruptcy Court requiring the sealing or redaction of such information, provided that (a) such order was entered prior to the filing of the Notice of Successful Bid [ECF No. 1463] and remains effective and has not been vacated and (b) no order of the Bankruptcy Court permitting the unsealing of such information has been entered; and (iv) such other information as (x) reasonably identified by Seller or the Deidentification Agent or (y) specifically identified by a Specified Third-Party to Seller, in each case, as confidential information of such Specified Third-Party pursuant to an agreement existing as of the date of the entry of the Sale Order between such Specified Third-Party and the Debtors (such an agreement, an "**Existing Third-Party Agreement**"), in accordance with the Data Treatment Procedures (such data described in the foregoing clauses (i) through (iv), "**Excluded Third-Party Data**").

E. The Assets shall not include any intellectual property rights of any Specified Third-Party.

F. The Assets shall not include the data repositories designated as "Not Included" in the Assets Schedule.

Assets Schedule

ASSET SCHEDULE								
Data Category / Description		**Spirit/SAAS**	**Metric**	**Volume**	**Age**	**System**	**Google's Data Purchase Request**	**Data Format**
Customer Behavior	**Classification**						Not Included	**For Microsoft 365 Data:** Retain and transfer all emails, OneDrive, SharePoint, and Teams data within the native Microsoft 365 environment. **For Non-Microsoft 365 Document Data (e.g., SAP, Navitaire, UKG):** Export and share in standard, easily restorable, and machine-readable formats (such as CSV, JSON, or native SQL dumps).
Customer Insights		Spirit			From 5/2017	Navitaire	Not Included	
Customer Profiles	Customer Data		Passengers	97,500,000			Not Included	
Loyalty		Spirit			From 12/2020	Navitaire Loyalty	Not Included	
Savers Club	Customer Data		Members	2,200,000			Not Included	
Free Spirit Members	Customer Data		Members	50,200,000			Not Included	
Total Earned Miles	Customer Data		Miles	44,000,000			Not Included	
CC Holders	Customer Data		Members	740,000			Not Included	
BOA CC Members	Customer Data		Members	70%*			Not Included	
Email Behavior		Spirit			From 10/2024	Oracle Reponsys	Not Included	
Active Email Addresses	Customer Data		Addresses	13,700,000			Not Included	
Email Activity	Customer Data		Campaigns YTD	2,700			Not Included	
Social Media	Customer Data	Spirit	Posts		From 3/2022	SprinkIr	Not Included	
Surveys		Spirit			From 12/2023	Qualtrics/Popplo	Not Included	
Brand Tracker Survey	Customer Data		Surveys Taken	1,650			Not Included	
Post-Purchase Survey	Customer Data		Surveys Taken	1,446,033			Not Included	
NPS							Not Included	
GSAT (Airport, Call Center, etc.)							Not Included	
Chat	Customer Data	Spirit			From 1/2024	Quiq	Not Included	
Handled Chat Sessions			Sessions	15,784,473			Not Included	
Calls	Customer Data	Spirit			From 1/2021	Calabrio/Cresta	Not Included	
Handled Calls			Call Recordings	30,865,471			Not Included	
Phone Numbers		Spirit	Telephone numbers	7,341,857			Not Included	
eCommerce							Not Included	
Website Analytics	Customer Data	Spirit			From 7/2024	GA4/DataBricks	Not Included	
Unique Users			YTD	43,117,864			Not Included	
Searches			YTD	41,414,953			Not Included	
Purchases			YTD	2,418,201			Not Included	
Finance & Accounting							Included	
AP & Vendor information	Business Systems	Spirit	Vendor ID	97,603		SAP	Included	
Invoice and PO Information	Business Systems	Spirit			From 1/2019	Coupa	Included	
Invoices			Documents	851,590			Included	
Revenue Accounting	Business Systems	Spirit				SAP	Included	
Cost Accounting	Business Systems	Spirit		1,849,736		SAP	Included	
Treasury	Business Systems	Spirit				SAP	Included	
Financial models/forecasting files							Included	
Presentations related to a range of topics, including capital projects, budget walkthroughs, BOD approvals, and BOD financial updates							Included	
Corp Dev documents (Deal pipelines, company and industry analyses, data room materials, DD review reports, investment committee reports, lender materials; Mergers and Acquisions fairness opinions etc.)							Included	
Ops							Included	
Airline Operations (Movement Manager)	Business Systems	Spirit			From 4/2023	Movement Manager	Included	
Spirit Flights			Flights Flown	763,391			Included	
Airline Operations Benchmark (OA)	Business Systems	Spirit			From 1/2017	MAS	Included	
Flown Stats (MAS)			Flight Count	74,163,945			Included	
Scheduled Flights (Airline Data)			Flight Count	57,362,400			Included	
Crew Base			Number of Crew	4,600			Not Included	
Crew Pairing Information	Business Systems	Spirit			From 1/2021	CrewTrac	Not Included	
Pairings			Count	5,014,676			Not Included	
IROP (ITS)	Business Systems	Spirit	Reaccooms	3,000,347,472	From 2/2018	ITS	Included	
MRO	Business Systems	Spirit				TRAX	Included	
Parts Received			Parts	787,452			Included	
Scheduled Tasks			Tasks	459,828			Included	
Parts Transferred			Transfers	313,646			Included	
Fuel Data	Business Systems	Spirit	FuelSlips	1,239,196	From 6/2021	SkyMetrix	Included	
Customer/DOT							Not Included	
Disability	Regulatory	Spirit			From 7/2023	Navitaire	Not Included	
Disability SSRs			SSRs	2,491,715			Not Included	
DOT Complaints			Complaints	7,790			Not Included	
MBR	Regulatory	Spirit			From 3/2025	Netracer	Not Included	
DOT Complaints			Complaints	338,531			Not Included	
Denied Boarding	Regulatory	Spirit			From 1/2024	Custom spirit app	Not Included	
Guest Complaints/Comments (Dynamics)	Regulatory	SaaS			From	Dynamics	Not Included	
Revenue							Included	
Pricing	Business Systems	Spirit				Databricks	Included	
Base Fare (PROS)			Count	24,510,638	From 7/2025		Included	
Booking Curve	Business Systems	Spirit			From 1/2023	Databricks	Included	
Farebasis Observations			Count	3,530,769,431			Included	
Base Fare Pricing Competitor (Infare)	Business Systems	Spirit			From 1/2021	Infare	Included	
Flight Observations			Count	7,250,630,887			Included	
Packages	Business Systems	Spirit			From	Priceline	Included	
Hotel			Count	56,517			Included	
Car			Count	231,049			Included	
On Board Purchasing	Business Systems	Spirit			From 10/2021	Retail in Motion	Not Included	
Purchases			Count	29,000,147			Not Included	
Revenue Data	Business Systems	Spirit			From 5/2008	Navitaire	Not Included	
PNRs (confirmation)			Count	190,312,864			Not Included	
Transactions			Count	7,510,221,520			Not Included	
Elavon	Business Systems	Spirit			From 12/2022	Elavon	Included	
Transactions			Count	78,432,834			Included	
Wifi Sales	Business Systems	Spirit			From 10/2021	Thales	Not Included	
Inflight Purchases			Wifi Codes	6,064,052			Not Included	
Advanced Purchases			Wifi Codes	5,118,977			Not Included	
Refunds	Business Systems	Spirit			From 3/2020	Navitaire	Not Included	
Issued Refunds			Count	9,292,480			Not Included	
Credit Shells	Business Systems	Spirit			From 3/2020	Navitaire	Not Included	
Issued Credit Shells			Count	18,244,428			Not Included	
Vouchers	Business Systems	Spirit			From 3/2009	Navitaire	Not Included	
Issued Vouchers			Count	12,139,319			Not Included	
Team Member							Included	
Time Card Information		Sprit/SaaS	Count	1,092,000	From 12/2012	Kronos	Not Included	
Employee Data	Business Systems	Spirit			From 8/1986	UKG Core	Included	
Employee Records			Employees	175,658			Included	
Cobus	Business Systems	SaaS					Included	
Employee Business Travel Records			Travel Requests			Custom App	Included	
Concur	Business Systems					Concur	Included	
Training	Business Systems						Included	
Corporate Employee Training Records		SaaS	EmployeeTrainings			SumTotal	Included	
Crew Training Records			Crew Trainings			SumTotal	Included	
iCims	Business Systems					Icims	Included	
Documents							Included	
Payroll Records	Regulatory	Spirit	Count	3,426,618	From 6/2016	ADP	Not Included	
Employee Tax Forms	Regulatory	Spirit	Count	148,018	From 6/2016	UKG Core	Not Included	
Employee Documents	Productivity	Spirit			From 2018	Microsoft	Included	
Emails			Count	1,986,737,423			Included	
Email Accounts			Count	90,967			Included	
Sharepoint & OneDrive			Count	90,847,707			Included	
Teams			Count	663,530,348			Included	
IT Tickets	Productivity	Spirit	Count	667,563		Service Now	Included	
Incorporation Documents	Regulatory	Spirit	Count		From Jan 2023	Sharpoint/OneDrive	Included	
Corporate Tax Documents	Regulatory	Spirit	Count	500	From Jan 2023	Sharepoint/OneDrive	Included	
Code Data							Included	- Bare Git repositories or Git bundle files for repository content (one zipfile per repo containing the output of "git clone" on the repo) - JSONL for metadata (commits, PRs, Issues, comments).
Source code repos: web, mobile, and backend				516 repos; ~30M Lines of Code			Included	
Pull Request & Merged Pull Request (including metadata such as descriptions, comments, and review threads)				43,170			Included	
Commit History: Full git history including commit messages, diffs, author info, and timestamps.				372,585			Included	
Issues: Bug reports/issues and associated discussion threads							Included	
Test & Build Artifacts: Continuous Integration/Continuous Deployment (CI/CD) pipeline logs, automated test execution results, and code coverage reports							Included	

EXHIBIT B

The Seller Wire Instructions

[To be provided]

Exhibit B-1

Blackline

BILL OF SALE

This Bill of Sale (this "**Agreement**") is entered into as of [●], 2026, by and among Google LLC, a Delaware limited liability company ("**Buyer**"), and Spirit Airlines, LLC, a Delaware limited liability company (together with each of its affiliated debtors and debtors-in-possession in the Bankruptcy Cases, collectively, the "**Seller**"). Buyer and the Seller are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, on August 29, 2025, Spirit Airlines, LLC and its affiliates each commenced voluntary cases (the "**Bankruptcy Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**");

WHEREAS, Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to Buyer, all of the Assets (as defined below), free and clear of all liens, claims, encumbrances and other interests of any kind (collectively, "**Claims**"), upon the terms and subject to the conditions set forth in this Agreement (collectively, the "**Transaction**");

WHEREAS, the Parties intend to effectuate the Transaction through a sale of the Assets pursuant to section 363 of the Bankruptcy Code and the authorization granted by the Bankruptcy Court pursuant to the ~~Wind Down Order[1] and/or the~~ Bidding Procedures Order~~,[2] as applicable~~;[1] and

~~[1] "**Wind Down Order**" means the *Order (I) Authorizing the Debtors to Wind Down Operations, (II) Approving the Debtors' Use of Cash Collateral and Amendments to the DIP Credit Agreement and Final DIP Order, (III) Authorizing Modification or Termination of the Debtors' Employee Programs, (IV) Approving Wind Down Incentive and Retention Plan, (V) Approving Modification of Contract Rejection Procedures, (VI) Approving Non Fleet Assets Sale Procedures, (VII) Approving Non Fleet Assets Abandonment Procedures, (VIII) Approving the Use of Certain Third Party Contractors, (IX) Approving Protections for Certain Persons Implementing the Wind Down, (X) Enforcing an Administrative Stay, (XI) Authorizing the Preemption of Applicable Laws and Ordinances for the Debtors to Effectuate the Wind Down, (XII) Authorizing the Debtors to Take Any and All Actions Necessary to Implement the Wind Down, and (XIII) Granting Related Relief* [ECF No. 1048].~~

~~[2] "**Bidding Procedures Order**" means the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors' Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors' Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures, and (II) Granting Related Relief* [ECF No. 1213].~~

[1] "**Bidding Procedures Order**" means the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors' Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors' Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures, and (II) Granting Related Relief* [ECF No. 1213].

WHEREAS, Buyer and the Seller now desire to consummate the Transaction as set forth herein by the execution and delivery of this Agreement in order to give immediate effect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Asset Transfer*.

(a) The Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and takes assignment from the Seller of, all of the Seller's right, title and interest in, to and under all of the assets set forth on **Exhibit A** hereto (the "**Assets**") for an aggregate purchase price equal to Ten Million U.S. Dollars ($10,000,000.00) (the "**Purchase Price**"), with delivery of the Assets to be made in deidentified form in accordance with Section 1(a)(ii) following, and in no event prior to, the satisfaction (or waiver) of the conditions set forth in Section 3; *provided that*:

(i) it is the express intention of the Parties that the Assets *shall not* include information that identifies, relates to, describes, or is reasonably capable of being associated with a consumer or an employee of Seller, or is otherwise considered "personal data", "personal information", "nonpublic personal information" or other similar term under applicable data protection laws (such information, "**Personal Data**," *provided that*, for the avoidance of doubt, the definition of Personal Data does not include Deidentified Data (as defined below));

(ii) ~~prior to the transfer of the Assets to Buyer, the Seller shall first deliver, at Buyer's direction, all or a portion of the data set forth in **Exhibit A** to one or more third parties~~Seller shall not transmit the data described in Items 1 and 2 of **Exhibit A** (such data, the "**In-Scope Data**") directly to Buyer, but shall instead transmit such data to a third party designated by Seller and reasonably acceptable to ~~or designated by~~ Buyer (such a third party, a "**Deidentification Agent**") in order to: (A) take reasonable measures as set forth in Section 3(c) below to remove or transform certain data elements such that the data cannot ~~be associated with, reasonably~~reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of Seller (such transformed data, "**Deidentified Data**," and the process of such transformation, "**Deidentification**" or "**Deidentifying**"); ~~and~~ (B) remove Excluded Employee Data and Excluded Third-Party Data (each as defined in **Exhibit A** hereto) (the process of such removal, "**Exclusion**"); and (C) migrate such data in a format that is reasonably acceptable to Buyer for further delivery to Buyer (the process of Deidentification, Exclusion and data migration, collectively, the "**Data Treatment Process**");

(iii) Buyer shall be solely responsible for any and all costs and expenses incurred in connection with ~~Deidentifying~~ the ~~Assets~~Data Treatment

Process in accordance with Section 1(a)(ii); *provided that*, for the avoidance of doubt, any such costs and expenses shall not reduce the amount of the Purchase Price; *provided further that*, the Data Treatment Process described in Section 1(a)(ii) shall be conducted under the supervision of Seller in accordance with the Data Treatment Procedures (as defined below); and

(iv) ~~delivery of the Assets by the Seller to Buyer, or by a~~the Deidentification Agent ~~to Buyer, as applicable, in deidentified form~~shall deliver the Assets to Buyer upon the certified completion of the Data Treatment Process consistent with Section 3(c), and such delivery by the Deidentification Agent to the Buyer shall be deemed delivery by the Seller to Buyer for all purposes of this Agreement.

(b) Notwithstanding anything herein to the contrary:

(i) The Assets shall not include any communications, documents, or other information protected by any attorney-client privilege, work product or similar protection (the foregoing items, "**Privileged Materials**"). To the extent that, following the transfer of the Assets, the Seller determines that the transferred Assets contain any Privileged Materials inadvertently transferred or not removed by the Seller prior to the transfer of the Assets to Buyer: (A) this Agreement or such transfer of such Privileged Materials to Buyer shall not result in the loss of any attorney-client privilege, work product or other similar protection; and such protections shall continue to belong solely to, and will solely be controlled by, the Seller (and Buyer shall not assert otherwise); (B) the Seller shall notify Buyer of such inadvertent transfer or failure to remove such Privileged Materials; and (C) ~~Buyer shall return to the Seller or destroy (at the Seller's election) such identified Privileged Materials promptly~~ following Buyer's receipt of such notice ~~(it being understood that any such destruction will conform to the requirements set forth in~~ , Buyer shall promptly (x) use reasonable efforts to prevent public disclosure of such identified Privileged Materials (to the extent such Privileged Materials are then within Buyer's possession or control) and (y) take all other steps necessary to preserve Seller's attorney-client privilege, work product or other similar protection with respect to such identified Privileged Materials consistent with the Confidentiality Agreement dated as of June 18, 2026 between the Buyer and Spirit Aviation Holdings, Inc.~~).~~

(ii) The Seller shall have the right to retain copies of any and all data included in the Assets solely for purposes of winding down the Seller's business or complying with applicable law or statutory requirements in connection therewith. For the avoidance of doubt, the Seller shall not sell, assign or transfer the ~~Assets~~In-Scope Data or any interest in ~~the Assets~~such data to any purchaser other than Buyer or to any other third-party, and shall not use ~~the Assets~~such data for any commercial or other purpose than the administration of the winding down of the Seller's business or compliance with applicable law or statutory requirements; *provided that* the Seller may sell its customer data list, which

includes individual traveler spend aggregated by year, to third-parties in hospitality ~~or~~, travel, leisure or related industries.

(c) Buyer publicly commits (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally ~~associate~~or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household. If Buyer has not made such a commitment in a broadly accessible public document (*e.g.*, Buyer's publicly posted privacy notice), Buyer acknowledges and agrees that the commitments, representations, warranties and agreements made through this Agreement constitute a public commitment as required under applicable data protection laws. For the avoidance of doubt, Buyer shall have the right to transfer Deidentified Data to third parties, *provided* that Buyer contractually obligates such transferees to comply with the provisions of this Section 1(c) and the Sale Order.

Section 2. *Payment of Purchase Price*. Contemporaneously with the delivery of the Assets to Buyer in accordance with Section 1, Buyer shall deliver the Purchase Price in immediately available funds by transfer to the account of the Seller set forth on **Exhibit B** hereto.

Section 3. *Conditions Precedent*. The respective obligations of each Party to consummate the Transaction are subject to the satisfaction (or waiver by the Parties) of the following conditions; provided that the conditions set forth in Section 3(b) and Section 3(c) may not be waived, in whole or in part, except pursuant to an order of the Bankruptcy Court:

(a) receipt of duly executed signature pages from each Party;

(b) the ~~requisite Bankruptcy Court approval for consummation of the Transaction shall have been obtained, including, without limitation, (i) the~~ entry of an order of the Bankruptcy Court approving the sale and the transfer of the Assets in form and substance reasonably acceptable to the Parties (the "**Sale Order**") ~~or (ii) the expiration of any applicable notice period (if any) under the Wind Down Order~~;

(c) ~~each designated~~the Deidentification Agent ~~(or the Seller, to the extent any Assets are transferred directly by the Seller to Buyer)~~ shall have certified to Buyer's reasonable satisfaction that, in each case in accordance with the procedures applicable to the Data Treatment Process as agreed between the Seller, the Buyer and the Deidentification Agent and approved by the Sale Order (such agreed process approved by the Sale Order, the "**Data Treatment Procedures**"): (i) the Assets have been deidentified in accordance with applicable laws (including, to the extent applicable to U.S. consumers, using the standard for de-identification set forth under the California Consumer Privacy Act, as amended, regardless of whether such statute does, or does not, apply to the Assets, and for any "protected health information" or other consumer health-related data, using the standard for de-identification set forth under 45 C.F.R. § 164.514) and prevailing applicable industry standards for data deidentification, in each case, while preserving referential integrity across the data set; and (ii) Excluded

Employee Data and Excluded Third-Party Data have been removed from the Assets transferred to Buyer;

(d) the Assets are capable of being transferred to Buyer in the format and manner specified on **Exhibit A** hereto; and

(e) except for the ~~Deidentification~~ process described in ~~clause~~ Section 1(a)(ii) and Section 3(c) ~~above~~, no portion of the Assets has been deleted, modified or removed other than (i) in the ordinary course of business consistent with the Seller's past practice, ~~and~~ (ii) *de minimis* amounts of data removed by the Seller as reasonably necessary to preserve the Seller's attorney-client privilege, work product or other similar protections, or (iii) with the consent of the Buyer.

Section 4. *Further Assurances*. Each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Seller shall (a) execute and deliver any instruments of conveyance, bills of sale, assignments or other documents reasonably requested by Buyer to effectuate the transfer of the Assets free and clear of all Claims; (b) at Buyer's expense, cooperate with Buyer in good faith and use commercially reasonable efforts to assist Buyer in obtaining possession and control of the Assets, including, without limitation, any credentials or access keys necessary for Buyer's use of the Assets (if any); and (c) provide Buyer with a reasonable opportunity to review and comment on the ~~Deidentification process (whether~~Data Treatment Process conducted by the ~~Seller or any~~ Deidentification Agent~~)~~ and give good faith consideration to Buyer's comments to ensure the ~~Deidentification process~~Data Treatment Process is reasonably satisfactory to Buyer, provided that such comments shall not cause the Deidentification Agent to limit or refrain from the Deidentification of any Personal Data or the Exclusion of any Excluded Employee Data or Excluded Third-Party Data; *provided*, that if any data or proprietary software, computer program or application set forth on **Exhibit A** hereto is not in the possession or control of ~~Buyer~~Seller as of the execution and delivery hereof, the Seller shall use commercially reasonable efforts to obtain possession or control of, and deliver or cause to be delivered to Buyer, such data or proprietary software, computer program or application as promptly as reasonably practicable ~~following receipt of such request~~.

Section 5. *Assignment and Assumption of Contracts*. Notwithstanding anything to the contrary in this Agreement, no contracts, agreements, licenses or other arrangements of the Seller shall be assumed by the Seller or assigned to Buyer pursuant to this Agreement or the transactions contemplated hereby, and Buyer shall have no liability or obligation with respect to any such contracts, agreements, licenses or other arrangements.

Section 6. *Representations and Warranties*. The Seller represents and warrants to Buyer that:

(a) the Seller is the sole and exclusive owner of the Assets and has good and valid title to, and the full right to sell, assign, transfer, convey and deliver, the Assets, free and clear of all Claims;

(b) to the best of the Seller's knowledge, the In-Scope Data represents substantially all data assets that (i) the Seller solely and exclusively owns and that the Seller may sell, assign, transfer, convey, and deliver to the Buyer under this Agreement, and (ii) are the same as, or are substantially similar to, any other data asset or category of data assets described as "Included" in the Assets Schedule (as defined in **Exhibit A** hereto);

(c) ~~(b)~~ the Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and no further consents or approvals are required for the Seller to consummate the Transaction, except as otherwise set forth herein or in connection with the Bankruptcy Cases;

provided, *however*, that the representations and warranties of the Seller contained in this Section 6 are made as of the date hereof and again as of the date of delivery of the Assets, and shall not survive the consummation of the Transaction in accordance with the terms and conditions set forth in Section 1, Section 2 and Section 3; *provided*, *further*, that notwithstanding anything in this Agreement to the contrary (including Section 7), nothing in this Agreement shall limit, waive or release any claim based on fraud.

Section 7. *Disclaimers*. BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH THE SELLER HEREBY DISCLAIMS), RELATING TO (a) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (b) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (c) NON-INFRINGEMENT, (d) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (e) ANY OTHER MATTER WHATSOEVER (INCLUDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER), IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST THE SELLER OR ANY AFFILIATE OF THE SELLER ASSOCIATED WITH THE ASSETS.

Section 8. *Notices*. All notices, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when

delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received), (c) one business day following the day sent by overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

(i) If to the Seller, then to:

Spirit Airlines, LLC
1731 Radiant Drive
Dania Beach, FL 33004
Attn: legaldepartment@spirit.com

and

PJT Partners LP
280 Park Avenue
New York, New York 10017
Attn: soar_asset_sales@pjtpartners.com

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Marshall S. Huebner (marshall.huebner@davispolk.com)
Darren S. Klein (darren.klein@davispolk.com)
Christopher S. Robertson (christopher.robertson@davispolk.com)

~~Joseph W. Brown (joseph.w.brown@davispolk.com)~~

(ii) If to Buyer:

Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: M&A Legal
E-mail: ma-notice@google.com

with a copy (which will not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Sean O'Neal (soneal@cgsh.com)

Glenn McGrory (gmcgrory@cgsh.com)
Charles Allen (callen@cgsh.com)

Section 9. *Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.*

(a) ~~(a)~~ Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, ~~(i)~~(i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and ~~(ii)~~(ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York state court located in the Borough of Manhattan, New York, New York, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by applicable laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 8) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 10. *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 11. *Counterparts*. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email attachment will be

effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 12. *Miscellaneous*. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein. This Agreement will inure to the benefit of and bind the respective successors and assigns of the Parties. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the Parties or, in the case of a waiver, by the Party or Parties waiving compliance; *provided that*, notwithstanding the foregoing, Section 1(c), Section 3(c) and clauses A–F of **Exhibit A** shall not be waived, modified or amended except pursuant to an order of the Bankruptcy Court. Each term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. Each of the Parties has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in connection with the construction or interpretation of this Agreement.

[*Remainder of this page is intentionally left blank*]

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties herein have executed this Bill of Sale as of the date set forth in the first paragraph hereof.

BUYER:

GOOGLE LLC

By: _____
Name:
Title:

THE SELLER:

[SPIRIT AIRLINES, LLC]

By: _____
Name:
Title:

EXHIBIT A

Assets

All of the Seller's right, title and interest in, to and under the following, in each case subject to (x) the completion of the Data Treatment Process and (y) clauses A–F below:

1. All data ~~consisting of (i) productivity and collaboration data (including, without limitation, email data, calendar data, chat, collaboration and messaging data, documents, presentations, spreadsheets, knowledge repositories and wikis); (ii) core business systems and business applications data (including, without limitation, employee behavior and productivity data, revenue and yield management (inventory) data and aircraft operations and logistics); and (iii) workflow and process data (including, without limitation, marketing data (*e.g.*, campaigns, content and demand generation data), support, HR and legacy operations data, strategy and operations and project management data, transaction data, revenue accounting or financial data (e.g., analyst workflows, audits and corporate finance and fraud data)), in each case of the foregoing (i)-(iii), together with all related documentation, including without limitation the data~~ designated as "Included" in the schedule of assets attached to this **Exhibit A** (the "**Assets Schedule**") ~~but excluding the data designated as "Not Included" in the Assets Schedule~~.

2. All software, computer programs and applications owned by the Seller that have been developed by the Seller, including, without limitation, all associated source code, object code, architecture, software models, plugins, data files, algorithms, libraries, compilers, subroutines, tools and APIs, as well as all data and documentation relating to the development, use, operation and maintenance of such software, computer programs and applications (including, without limitation, technical specifications, user manuals, training materials and system documentation).

For the avoidance of doubt and notwithstanding anything to the contrary:

A. ~~3.~~ Pursuant to Section 1(a) of the Agreement, the Assets shall not include any Personal Data (it being understood that, accordingly, the Assets shall not include the Seller's customer list nor any Personal Data related to consumers or employees of Seller).

B. ~~4.~~ Pursuant to Section 1(b) of the Agreement, the Assets shall not include any Privileged Materials.

C. The Assets shall not include, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures: (i) employee medical and disability data; (ii) employee drug or alcohol testing records, including any written statement as to the basis for a "reasonable suspicion" test (as defined in an applicable Collective Bargaining Agreement) and information contained therein; (iii) FAA pilot and flight attendant records, including but not

limited to certificate or enforcement data; (iv) confidential labor-related investigations, grievance and arbitration files, settlement agreements, disciplinary files and counseling records, mediation-related records, leave, performance, accommodation, union or collective bargaining records; (v) employee bank records; (vi) crew base and crew pairing information; (vii) FAA certificate numbers; (viii) employee W-4s, I-9s, and copies of employee certificates, licenses, and passports; (ix) employee payroll records; (x) flight crew fatigue reports; (xi) flight attendant and pilot time cards; (xii) Record of Arrest and Prosecution Back files; (xiii) Aviation Safety Action Program (ASAP) materials, including reports submitted under any such program of the Seller, Event Review Committee records and determinations, corrective action records and program manager files, and any information shared between any such program and the Federal Aviation Administration's Air Traffic Safety Action Program (ATSAP) under the Confidential Information Share Program (CISP) Memorandum of Understanding; (xiv) free-text and voice-contact communications transmitted through the Aircraft Communications Addressing and Reporting System (ACARS) between flight crew and flight operations, dispatch or maintenance; (xv) Line Operations Safety Audit (LOSA) data; (xvi) the safety reports and notifications specified in Chapter 8.4.11 of the Spirit's Flight Operations Manual; (xvii) audio and visual recordings of flight attendants; (xviii) biometric data, (xix) the advanced qualification program databases, and CFR Part 121 N and O training records; (xx) Flight Operations Quality Assurance Program (FOQA) and FOQA Data Sharing (Cross Talk) information (such data described in the foregoing clauses (i) through (xx), including any Excluded Union Data[2] of a Union Party[3] contained in such data described in such foregoing clauses, "**Excluded Employee Data**"); *provided, however,* that any Excluded Employee Data described in the foregoing clauses (i) through (xvi) not reasonably capable of removal in accordance with the Data Treatment Procedures shall be subject to Deidentification in accordance with Section 1(a)(ii) of the Agreement and shall thereafter be considered Deidentified Data (and not Excluded Employee Data) for all purposes of this

[2] "**Excluded Union Data**" means, to the extent such information is confidential pursuant to a collective bargaining agreement existing as of the date of the entry of the Sale Order between any Debtor and a Union Party (a "**Collective Bargaining Agreement**") and is identified by Union Search Terms agreed or determined under the Sale Order or is otherwise designated by the Seller pursuant to the Data Treatment Procedures: (i) employee medical information related to FMLA leave; (ii) information related to company medical examinations of employees; (iii) records of any quarterly grievance mediations between any Debtor and a Union Party; (iv) the information described in clause C(ii) of this Exhibit A, (v) the information described in clause C(xiii) of this Exhibit A, and (vi) the information described in clause C(xx) of this Exhibit A.

[3] "**Union Party**" means each of Association of Flight Attendants-CWA, AFL-CIO, Air Line Pilots Association, International, International Association of Machinists and Aerospace Workers, Transport Workers Union Local 570, and Professional Airline Flight Control Association.

Agreement; *provided, further*, that the Assets shall not include Excluded Employee Data described in the foregoing clauses (xvii) through (xx) (whether or not deidentified).

D. The Assets shall not include, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures: (i) confidential contracts, leases or other agreements between Seller and any Specified Third-Party;[4] (ii) confidential communications between Seller and any Specified Third-Party; (iii) confidential information of any Specified Third-Party that is subject to an order of the Bankruptcy Court requiring the sealing or redaction of such information, provided that (a) such order was entered prior to the filing of the Notice of Successful Bid [ECF No. 1463] and remains effective and has not been vacated and (b) no order of the Bankruptcy Court permitting the unsealing of such information has been entered; and (iv) such other information as (x) reasonably identified by Seller or the Deidentification Agent or (y) specifically identified by a Specified Third-Party to Seller, in each case, as confidential information of such Specified Third-Party pursuant to an agreement existing as of the date of the entry of the Sale Order between such Specified Third-Party and the Debtors (such an agreement, an "**Existing Third-Party Agreement**"), in accordance with the Data Treatment Procedures (such data described in the foregoing clauses (i) through (iv), "**Excluded Third-Party Data**").

E. The Assets shall not include any intellectual property rights of any Specified Third-Party.

F. The Assets shall not include the data repositories designated as "Not Included" in the Assets Schedule.

[4] "**Specified Third-Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard Inc., and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.

Exhibit C

Tonic MSA

Execution Draft

MASTER DE-IDENTIFICATION SERVICES AGREEMENT

CUSTOMER: **Spirit Airlines, LLC**

ADDRESS: _____

EFFECTIVE DATE: _____

This Master De-Identification Services Agreement (with any SOW as defined below, the **"Agreement**") is entered into by Tonic AI, Inc., a Delaware corporation ("**Tonic**"), and Spirit Airlines, LLC, as the Customer identified above, as of the Effective Date shown above.

1. SERVICES AND SUPPORT.

a. Services.

In connection with the Bill of Sale between Customer and the Designated Recipient (as defined in the SOW), as amended and approved by the Sale Order (the "**Sale Agreement**") and the Sale Order (as defined below), Tonic will provide to Customer de-identification and categorical treatment and targeted third-party information exclusion services with respect to certain Services Raw Data (as defined below), as well as related configuration, implementation, evaluation, validation, Certification (as defined in the Initial SOW), support, and other professional services, and limited access to or use of Tonic Textual and other Tonic proprietary and internally developed software, models, tools, workflows, templates, documentation, methodologies, prompts, algorithms, utilities, and tooling, and other materials used to provide or made available through the Services (collectively, "**Tonic Technology**"), as described in one or more Tonic statements of work (each, an "**SOW**"). The initial SOW is attached hereto as Exhibit A (the "**Initial SOW**"). The services provided by Tonic hereunder and such limited access to or use of Tonic Technology are collectively referred to herein as the "**Services**." This Agreement is intended as a master agreement for de-identification and targeted exclusion services and is not a pure services agreement or a general hosted or self-hosted SaaS subscription. SOWs may specify the applicable data sets or corpora included in the Services Raw Data, and the environments, methodology or de-identification and exclusion protocols, including the Targeted Exclusion Protocol and the De-Identification Protocol (as defined below), deliverables, acceptance criteria, and any optional exhibits. Customer may identify an affiliate as a "**Participating Affiliate**" in an SOW. A Participating Affiliate may provide Services Raw Data or benefit from the Services but will not become a Party or payment obligor unless expressly stated under the applicable SOW. For purposes of this Agreement, the Designated Recipient is the "**Successful Bidder**" under the Sale Order, and "**Deidentification Agent**," "**In-Scope Data**," "**Excluded Third-Party Data**," "**Specified Third-Party**," and "**Asserted Confidential Information**" have the meanings given in the Sale Agreement and the Sale Order.

In connection with the Services, Tonic shall (i) take reasonable measures, including through the methodology and protocol identified in the applicable SOW (the "**De-Identification Protocol**"), to ensure that the Services Output Data (as defined below) cannot reasonably be used to infer information about, or otherwise be linked to, any particular identifiable natural person or household, including by applying the de-identification standard reflected in Cal. Civ. Code § 1798.140(m) and comparable state privacy laws and, where applicable, the de-identification standards set forth under 45 C.F.R. §164.514 (the "**De-Identification Standard**"), and (ii) apply the applicable targeted exclusion protocol identified in the applicable SOW (the "**Targeted Exclusion Protocol**") to identify and remove the Excluded Third-Party Data and Excluded Employee Data (together, "**Excluded Information**") so that such Excluded Information is not included in Services Output Data (the "**Excluded Information Standard**"). The data that Tonic provides to Customer after application of the De-Identification Protocol and Targeted Exclusion Protocol and satisfaction of the De-Identification Standard and Excluded Information Standard is referred to in this Agreement as the "**Services Output Data**". The Parties acknowledge that each of the De-Identification Standard and the Excluded Information

Standard is a standard of reasonable measures for purposes of this Agreement. For purposes of this Agreement, Services Output Data that results after the application of the Targeted Exclusion Protocol in Exhibit C of the SOW, the De-Identification Protocol in Exhibit D of the SOW and the agreed project plan in Exhibit E of the SOW satisfies the De-Identification Standard and the Excluded Information Standard. Customer's approval of a protocol, sample, or methodology will not excuse Tonic from satisfying the De-Identification Standard or Excluded Information Standard and does not transfer responsibility for Tonic's professional determinations to Customer. Tonic shall further take the steps set forth in the applicable SOW to validate application of the De-Identification Protocol and Targeted Exclusion Protocol, escalate ambiguous material to Customer, and through those steps prevent Excluded Information, unresolved material and personal information from being included in the Services Output Data. For deterministic exclusion criteria, including specified domains, filenames, checksums, and designated sources, Tonic will remove, redact or suppress responsive units as provided in the Targeted Exclusion Protocol, as validated against available control totals, subject to technical exceptions disclosed and documented before Certification. For contextual or non-deterministic criteria, Tonic will apply the approved methodology, perform reasonable validation, and correct identified failures. Tonic does not determine what constitutes confidential, proprietary, or privileged third-party information; those determinations are made by Customer, and Tonic's Certification with respect to the Targeted Exclusion Protocol is that the criteria then in effect were applied as specified and validated as described in the SOW. The De-Identification Protocol and the Targeted Exclusion Protocol together constitute the "**Data Treatment Procedures**" attached as Schedule 1 to the Sale Order, and are incorporated into, and controlling under, the Sale Order and the Sale Agreement as provided therein.

b. RESERVED.

c. Support. During performance of the Services, Tonic will provide reasonable technical and project support to Customer via email in connection with the applicable SOW. The Parties acknowledge that the Services are a defined, finite engagement and that Tonic is not providing, and Customer is not purchasing, any standing help-desk, subscription support, or service-level commitment beyond completion of the Services.

d. Deployment Models; Infrastructure. The Services may be performed through one or more of the following deployment models, as specified in the applicable SOW: (i) use of Tonic-controlled cloud infrastructure; (ii) deployment or operation of Tonic Technology in Customer's environment; or (iii) shipment, upload, transfer, or other transmission of Services Raw Data directly from Customer, or its designee to Tonic. "**Services Raw Data**" means data, files, records, corpora, content, materials, credentials, metadata, and information provided or made available to Tonic by or on behalf of Customer in connection with the Services, including personal information, subsets, samples, and evaluation data. Customer is responsible for ensuring that Customer, and its systems, environments, data transfer methods, credentials, access controls, compute, storage, network resources, security controls, and personnel are ready, available, authorized, and configured as reasonably needed for the Services. Customer is responsible for all Customer controlled compute, storage, network, environment, data transfer, shipping, access, and infrastructure costs and for provisioning, managing, rotating, revoking, and securing all credentials, keys, accounts, permissions, and access paths. Tonic is not liable for failures, delays, vulnerabilities, outages, misconfigurations, unauthorized access, data loss, corruption, transfer issues, credential misuse, or costs attributable to environments, systems, tools, credentials, data transfers, shipping, or infrastructure not controlled by Tonic or its authorized subcontractors. Tonic's security responsibilities are limited to systems controlled by or on behalf of Tonic and/or its authorized subcontractors, and the specific obligations stated in this Agreement, the DPA, and the applicable SOW.

e. Certification. Notwithstanding Section 2(h), Tonic shall not transmit, deliver, disclose, release, or authorize the transmission, delivery, disclosure, or release of ("**Release**") any Services Output Data to the Designated Recipient (as defined in the SOW) unless and until Tonic has (i) completed the agreed de-identification and targeted exclusion processing in accordance with the Data Treatment Procedures, (ii) documented validation and quality-control testing, (iii) confirmed, in its professional judgment, that the Services Output Data meets the De-Identification Standard and the Excluded Information Standard pursuant to the applicable SOW, (iv) issued the Certification required under the applicable SOW, and (v) confirmed that the Sale Order has been entered and is in effect and that

any Fees then due and payable under the Designated Recipient Agreement have been paid to the extent required thereunder, and Customer has authorized such Release in writing.

f. Expert Testimony Availability. Tonic shall cooperate in good faith with Customer regarding court, regulatory, or governmental inquiries relating to the Services and/or the Services Output Data and shall make available one or more appropriately qualified individuals to provide declarations, affidavits, or testimony if reasonably requested regarding the Services, including without limitation the De-Identification Standard, the De-Identification Protocol, the Excluded Information Standard, the Targeted Exclusion Protocol, the Services Output Data and all other applicable methodology, validation, testing, and certification process relating to the same (the "Tonic Methodology"). Tonic's declarations and testimony will address Tonic's methodology, measurements, and professional judgment; Tonic will not be required to offer opinions on legal sufficiency, and Tonic retains control over the content of its own sworn statements. Customer will support Tonic's reasonable requests to file Tonic's proprietary methodology and pricing under seal. Individuals providing declarations, affidavits, or testimony will be made available at mutually agreed times, taking into account their reasonable availability and other professional commitments, and Customer will provide reasonable advance notice of any requested appearance. No individual who provides a declaration, affidavit, or testimony under this Section 1(f) shall have any personal or individual liability to Customer, the Designated Recipient, or any other party arising out of or relating to such cooperation, declaration, affidavit, or testimony, and Customer's sole recourse in connection with such cooperation and testimony shall be against Tonic, subject to the limitations set forth in this Agreement; provided however that nothing herein limits liability for such individual's fraud or willful misconduct.

2. RESTRICTIONS ON USE; LIMITED LICENSE.

a. Restrictions. Customer will not, indirectly or directly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, model weights, prompts, underlying structure, ideas, know-how, methodologies, or algorithms of the Services or Tonic Technology; modify, translate, copy, reproduce, or create derivative works based on the Services or any Tonic Technology except to the extent expressly permitted by Tonic; publish benchmarks or performance comparisons of the Services or Tonic Technology without Tonic's prior written consent; use the Services or Tonic Technology for timesharing, service bureau, or competitive purposes; make the Services or Tonic Technology available to, or use them for the benefit of, any competitor of Tonic; use the Services or Tonic Technology to develop models, software, tools, or services that compete with Tonic; misuse the Services or Tonic Technology; or remove any proprietary notices or labels included in the Tonic Technology.

b. No Re-Identification. Customer will not intentionally or knowingly reidentify or attempt to reidentify any Services Output Data (including, for the avoidance of doubt, to profile consumers or employees of Customer), and shall contractually obligate any transferees of the Services Output Data, including the Designated Recipient, to comply with the same.

c. Ownership of Tonic Technology; Limited License to Customer. Tonic performs the Services using the Tonic Technology; no right or license in or to the Tonic Technology is granted to Customer, and Customer will have no access to or use of the Tonic Technology except to the limited extent Tonic incidentally makes it available in delivering the Services Output Data. All rights, title, and interest in and to the Services and Tonic Technology, including Tonic Textual and other proprietary tooling, internally developed tooling, methodologies, models, know-how, documentation, templates, workflows, improvements, feedback, and derivative works of Tonic Technology or any of the foregoing, whether developed before, during, or after Tonic's performance of the Services, will at all times exclusively remain with Tonic.

d. Ownership of Services Raw Data; Limited License to Tonic. Subject to this Agreement and the applicable SOW, Customer grants Tonic a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license during the Term to access, use, process, host, transmit, copy, transform, create Services Output Data from, and otherwise handle Services Raw Data solely to perform, secure, support, and document the specific Services for Customer, comply with law, and exercise Tonic's rights under this Agreement. Tonic will not use Services Raw Data or Services Output Data to train, improve, or develop Tonic's systems, Services, Tonic Textual, models, or proprietary

tooling. Tonic will not sell, share, monetize, profile from, benchmark with, or use Services Raw Data or Services Output Data for any purpose other than performing the Services. Notwithstanding the foregoing or Section 2(e), Tonic may adapt detection models and embeddings to Services Raw Data solely to perform the Services ("Engagement Models"), provided that Engagement Models remain within the processing environment, are not used for any other customer or to improve any Tonic product, are not delivered or made available to any third party, and are deleted, including their weights and embeddings, under Section 10 of the Initial SOW. Tonic will not permit an artificial intelligence, large language model, or other technology provider to retain Services Raw Data or Services Output Data or use Services Raw Data or Services Output Data to train, improve, or develop any model, system, or service. As between the parties, Customer owns all rights, title, and interest in and to Services Raw Data and Services Output Data, including derivative works of Services Raw Data or Services Output Data, subject to Tonic's ownership of Tonic Technology.

e. Operational Logging. Tonic may generate and retain operational, security, and audit logs regarding the performance and security of the Services solely as necessary to perform, secure, document, and support the Services for this engagement and to substantiate its certification, provided that such logs will not include Services Raw Data, Services Output Data, Confidential Information, prompts, outputs, field values, content, or information identifying Customer, the Designated Recipient, the Transaction, or any individual or household, and Tonic will not use Services Raw Data or Services Output Data to train, improve, or develop Tonic's systems, Services, Tonic Textual, models, or proprietary tooling.

f. RESERVED.

g. Independent Judgment. Tonic shall exercise independent professional judgment in selecting and applying the procedures necessary to satisfy the De-Identification Standard and the Excluded Information Standard. Neither Customer nor the Designated Recipient may require Tonic to include any field, record, or data element that Tonic determines must, in its reasonable, professional judgement be removed, modified, transformed, generalized, suppressed, or otherwise treated to satisfy the De-Identification Standard and/or the Excluded Information Standard, subject to the Designated Recipient's consultative review and confirmation of output format and usability, under the SOW, which does not limit Tonic's professional judgment or Customer's approval authority. Tonic may also escalate to Customer for direction any content that in Tonic's professional judgment cannot reliably be de-identified to the De-Identification Standard and/or excluded to the Excluded Information Standard, and no such escalation will constitute a breach or a failure to meet the acceptance criteria.

h. Designated Recipient Access. Tonic shall not provide the Designated Recipient with access to Services Raw Data in any form, whether directly or indirectly, including through copies, extracts, samples, credentials, screen sharing, remote access, or demonstrations, except (i) for sanitized samples authorized under this Section or the SOW and (ii) the Services Output Data delivered in accordance with the terms of this Agreement. Notwithstanding the foregoing, Tonic may discuss volume impacts, methodology and progress with the Designated Recipient only in a manner that does not disclose Services Raw Data; provided that, Customer may authorize the Designated Recipient in writing (email shall suffice) to review sanitized samples of Services Raw Data that cannot reasonably be linked to an identifiable individual or household and that do not contain Excluded Information, in each case, solely to confirm output format and usability. The Designated Recipient's review is consultative only and shall not limit Tonic's independent professional judgment or Customer's approval authority. Tonic shall not provide the Designated Recipient with any quarantined material, mappings, entity graphs, credentials, or processing-environment access.

3. COMPLIANCE WITH APPLICABLE LAWS; DATA RIGHTS.

a. Each party will comply with all laws and regulations applicable to its performance under this Agreement, including all applicable data privacy, consumer protection, health, financial, education, employment, confidentiality, data broker, artificial intelligence, export control, and sanctions laws ("**Applicable Laws**"). Customer represents and warrants that Customer has all rights, consents, permissions, notices, authorizations, lawful bases, and contractual authority necessary to provide or make available Services Raw Data to Tonic, to instruct Tonic to process Services Raw Data, and to receive and use the Services Output Data as described in the applicable SOW. Customer's obligations apply to employee, student, consumer, customer, end-user, patient, business, confidential, proprietary,

personal, sensitive, regulated, and other data included in Services Raw Data. Customer is solely responsible for Customer's applicable licensing, disclosure, use, regulatory compliance, and data-broker obligations relating to the Services Output Data; provided however that Customer shall not be responsible for the independent conduct of the Designated Recipient or any other downstream recipient, and, as between Customer and Tonic, Tonic shall likewise not be responsible for the independent conduct of, or any licensing, disclosure, use, commercialization, or other handling of the Services Output Data by, the Designated Recipient or any other downstream recipient following authorized Release. Tonic acts as a service provider, processor, or contractor (as applicable under the relevant Applicable Law) on Customer's behalf, and not as a controller, business, seller, data broker, data owner, data licensor, reseller, or downstream recipient, unless an SOW expressly states otherwise. Customer will not remove or export from the United States or allow the export or re-export of the Services or Tonic Technology, or any direct product thereof, in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. The Tonic Technology and its documentation are "commercial items" under FAR Section 2.101 and are deemed to be "commercial computer software" and "commercial computer software documentation" under DFAR Section 252.227-7014(a)(1) and (5). Accordingly, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited, except as expressly permitted herein.

b. Data Security. Tonic shall implement and maintain industry standard administrative, technical, and physical safeguards designed to protect Services Raw Data and Services Output Data against unauthorized access, acquisition, use, disclosure, alteration, loss, or destruction, including without limitation encryption of Services Raw Data and Services Output Data in transit and at rest, access controls reasonably designed to limit access to authorized personnel with a need to know, and written information security policies appropriate for the sensitivity of Services Raw Data and Services Output Data. Tonic will not access or process Services Raw Data until the Parties execute the agreed DPA.

c. Security Incident. Tonic shall notify Customer without undue delay, and in no event later than 48 hours after becoming aware of any actual, or reasonably suspected, unauthorized access to, acquisition of, use of, disclosure of, or loss of Services Raw Data on systems controlled by Tonic or its authorized subcontractors in connection with the Services ("**Security Incident**"). Tonic shall, at its sole cost to the extent the Security Incident was caused by Tonic or its authorized subcontractors, reasonably cooperate with Customer in investigating and mitigating such Security Incident, including by providing information reasonably requested by Customer regarding the nature, scope, and remediation of the Security Incident. Tonic will promptly investigate, mitigate, and remediate the Security Incident, preserve relevant evidence, and provide material updates.

d. Customer Determinations; Authority. Customer represents that (i) it has, or will have upon entry of the Sale Order, authority under the Sale Order and the Sale Agreement to direct the exclusions, quarantines, and categorical treatments contemplated by the applicable SOW; (ii) the determination of what constitutes privileged, confidential, proprietary, or otherwise excluded information, and the categories and treatments set out in the Targeted Exclusion Protocol, are legal determinations made by Customer on which Tonic is entitled to rely; and (iii) Customer will promptly inform Tonic in writing of any order, stipulation, or settlement with an objecting party that affects the scope of the Services. Tonic will not be in breach for following Customer's written instructions, and any change to those instructions after Customer's written approval at the end of Phase 2 under the applicable SOW is a change order.

4. FEES. Tonic and the Designated Recipient will enter into a separate agreement between Tonic and the Designated Recipient ("**Designated Recipient Agreement**") with respect to payment of fees and expenses applicable to the Services as agreed by the Designated Recipient ("**Fees**"). Tonic's obligation to commence the Services is conditioned on (i) execution of the Designated Recipient Agreement and receipt of any initial payment due and payable under it, and (ii) entry of the Sale Order, unless Tonic, the Designated Recipient, and Customer mutually agree in writing to commence earlier. If the Designated Recipient is replaced by another purchaser, Tonic's continued performance is subject to Tonic's written consent (not to be unreasonably withheld), a separate agreement with the replacement purchaser, and any adjustment to Fees and schedule agreed by change order. Tonic will invoice the Designated Recipient for the Fees under the Designated Recipient Agreement and will look solely to the Designated Recipient for payment of all Fees. Customer shall not have any obligation to pay, advance, guarantee, reimburse, or otherwise satisfy any Fees, and the Designated Recipient's failure or delay in payment will not create any liability or obligation for Customer. Tonic will perform additional Services only if Customer approves the additional Services and the Designated Recipient separately approves the additional Fees in writing. Tonic's rights and remedies for nonpayment of Fees, including taxes, interest, and collection costs, shall be governed solely by the Designated Recipient Agreement.

5. TERM AND TERMINATION.

a. Term. Unless stated to the contrary in the SOW, this Agreement begins on the Effective Date and continues until the Services under all SOWs have been completed and the Parties' surviving obligations (including return or destruction of Services Raw Data and Services Output Data under Section 6) have been satisfied, unless earlier terminated in accordance with this Section 5 (the "**Term**"). Each SOW will continue for the period specified in that SOW and, unless the SOW expressly provides otherwise, will expire automatically upon completion of the Services and deliverables under that SOW, including final acceptance or deemed acceptance, issuance of the Certification required under the applicable SOW, and completion of the applicable return or destruction obligations. Any termination under this Section 5 is without prejudice to the Designated Recipient's obligations under the Designated Recipient Agreement. For the avoidance of doubt, the Term and each SOW are for a defined, finite engagement and will not automatically renew, and no Renewal Term, evergreen extension, or non-renewal notice applies. Termination or expiration of this Agreement will not terminate any SOW then in effect unless the termination notice expressly states otherwise, and each such SOW will survive until completed, expired, or separately terminated.

b. Termination. Either party may terminate this Agreement or an SOW if the other party materially breaches this Agreement or such SOW and does not cure such breach to the reasonable satisfaction of the non-breaching party within 30 days of written notice of the breach. The parties will reasonably cooperate on any wind-down, transition, return, or deletion activities described in the SOW.

c. Court Approval. Notwithstanding anything in this Agreement or any SOW to the contrary, the parties acknowledge that the Services are being provided in connection with a proposed transaction involving the sale, transfer, licensing, or other disposition of certain assets of Customer that is subject to approval by the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") having jurisdiction over such transaction (the "Transaction"). If (i) the Bankruptcy Court does not enter an order approving the Transaction (the "**Sale Order**"), (ii) the Transaction is withdrawn, abandoned, terminated, materially delayed, materially restructured, or otherwise fails to close for any reason, (iii) the Designated Recipient withdraws or does not proceed with the Transaction, (iv) the Bankruptcy Court or another governmental or judicial authority enters an order that materially restricts, prohibits, or conditions the Transaction in a manner that renders the Services contemplated by this Agreement or the applicable Statement of Work unnecessary or impracticable, or (v) the contemplated data transfer is prohibited or materially narrowed, Customer may terminate this Agreement and/or the applicable SOW immediately upon written notice to Tonic. Upon such termination: (A) neither party shall have any further obligation to perform under this Agreement or the applicable SOW other than those obligations that expressly survive termination; (B) Tonic shall promptly cease performing the Services; and (C) Tonic shall return or securely delete all Services Raw Data and Services Output Data in accordance with this Agreement and Customer's written instructions. Under no circumstances shall Customer be liable for any early termination fees, minimum commitments, lost profits,

lost opportunity costs, expectation damages, or other amounts relating to Services not performed hereunder. For the avoidance of doubt, no minimum fee, platform fee, reservation fee, success fee, cancellation fee, or similar charge shall become due as a result of a termination under this Section. Tonic may terminate this Agreement or the applicable SOW on written notice if (i) an order of the Bankruptcy Court or other authority renders Tonic's performance unlawful or materially impracticable, or (ii) the Designated Recipient fails to pay undisputed Fees when due and payable under the Designated Recipient Agreement and does not cure within 30 days after written notice to the Designated Recipient and Customer, in each case with the consequences described in clauses (A) through (C) above and without prejudice to Fees for Services performed through the effective date of termination under the Designated Recipient Agreement.

6. CONFIDENTIAL INFORMATION; CUSTOMER DATA. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (the "**Confidential Information**"). Confidential Information of Tonic includes non-public information regarding features, functionality, methodology, models, tooling, workflows, performance, and pricing of the Services and Tonic Technology. Customer will not file Tonic's Confidential Information on the public docket without first affording Tonic a reasonable opportunity to seek protection under 11 U.S.C. § 107(b) and Bankruptcy Rule 9018, and will support such requests; Tonic will furnish a methodology description suitable for public filing. Confidential Information of Customer includes Services Raw Data and Services Output Data. The Receiving Party will: (i) take reasonable precautions to protect all Confidential Information, and (ii) not use (except as expressly permitted herein) or divulge it to any third party. Except with respect to Services Raw Data and Services Output Data (which will remain confidential for so long as it is not publicly available through no breach of this Agreement), the Disclosing Party agrees that the foregoing will apply for 3 years after disclosure. "Confidential Information" does not include information that the Receiving Party can document (a) is or has become generally available to the public; (b) was in its possession or known by it, prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Despite the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law or regulatory or judicial order, provided that the Receiving Party will promptly notify the Disclosing Party and will cooperate, at the Disclosing Party's sole expense, in any efforts of the Disclosing Party seeking relief from such order. Where Services Raw Data includes personal data, personal information, protected health information, or similar regulated data, such data shall be processed in accordance with the data protection agreement attached hereto as Exhibit B (the "**DPA**"). Tonic may use subprocessors and subcontractors, including cloud infrastructure providers, LLM service providers, eDiscovery subcontractors, and evaluation partners, as identified in the DPA (and will identify such subprocessors to Customer upon request), none of which will be the Designated Recipient or an affiliate of the Designated Recipient. Tonic will impose confidentiality and data protection obligations on such subprocessors and subcontractors that are appropriate to their role and the nature of the Services Raw Data and Services Output Data, but are in any event no less stringent than those set forth in this Agreement and/or the DPA. Upon completion, expiration, or termination of the applicable SOW, Tonic will, as directed by Customer, and upon request, cease processing and return or securely delete Services Raw Data and Services Output Data, and any derivatives thereof, within 20 business days, and provide Customer with a certificate of deletion, return, or permitted retention, except that Tonic may retain copies solely to the extent required by applicable law or legal process, subject to continuing confidentiality obligations and no active use except as required by applicable law or legal process. Any retention beyond the applicable acceptance period and remediation then underway shall require written direction from Customer and must include an expiration date. The return or deletion obligation covers source data, samples, intermediate and failed outputs, quarantined material, temporary files, caches, mappings, entity graphs and subprocessor copies. Notwithstanding the foregoing, and subject at all times to its confidentiality obligations as set forth in this Agreement, Tonic may retain, for a period of seven years, the engagement record necessary to substantiate and defend its Certification (the "**Engagement Record**"), declarations, and testimony, including configuration artifacts, quality-assurance measurements and results, the exclusion manifest, the completeness reconciliation, and the de-identified samples used for measurement, in each case excluding source Services Raw Data and mappings, and may retain any material subject to a litigation hold, subpoena, or court order for so long as required. Backup copies may remain only through ordinary rotation if isolated and unavailable for active use. Any copy retained as required by law must be limited to what is required, isolated, protected under this Agreement, and deleted when the legal requirement ends. Following the close of the post-

delivery remediation window under the applicable SOW (or earlier at Customer's written direction), Tonic will destroy the Services Raw Data and any derivatives thereof in its possession, retaining only the Engagement Record described above and any material subject to a legal hold or court order, consistent with the Sale Order.

7. INSURANCE. Tonic will maintain, for the duration of the Services and for two (2) years thereafter: (i) workers' compensation insurance as required by law, with employer's liability limits of not less than $1,000,000 per accident and per employee; (ii) commercial general liability insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 in the aggregate; and (iii) technology errors and omissions and cyber liability insurance with limits of not less than $5,000,000 in the aggregate, including coverage for cyber-data liability and incident response costs. Tonic will provide Customer with evidence of such insurance coverage, upon reasonable written request.

8. INDEMNITIES.

a. Tonic. Tonic will indemnify, defend, and hold harmless Customer, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents, from all losses, liabilities, costs, damages, penalties, fines, and expenses, including reasonable attorneys' fees (collectively, "**Losses**") arising from any third-party claims, demands, suits, or proceedings (each, a "**Claim**") arising from (i) Tonic's material breach of its confidentiality, privacy, security, data-use, retention, deletion, or subprocessor obligations hereunder; (ii) a Security Incident on systems controlled by Tonic or its authorized subcontractors caused by Tonic's breach of Section 3; (iii) Tonic's unauthorized access to, use, processing, retention, or disclosure of Services Raw Data or Services Output Data; (iv) Tonic's failure to perform the methodology, and quality-assurance procedures approved under the applicable SOW, provided that a residual identifier or residual item of Excluded Information in Services Output Data that met the requirements set forth in the SOW is not a failure for purposes of this clause; (v) any allegation that the Tonic Technology or Services, infringe, violate, or misappropriate the intellectual property rights of any third party; provided that Tonic will have no obligation under this Section 8(a)(v) to the extent the alleged infringement would not have occurred but for (A) modification of the Tonic Technology by anyone other than Tonic without Tonic's authorization, (B) combination of the Tonic Technology with Services Raw Data or third-party materials not provided by Tonic and not required or contemplated by this Agreement, (C) Customer's use of the Tonic Technology outside the scope permitted by this Agreement or the applicable SOW, or (D) Services Raw Data; provided however that Tonic's processing of Services Raw Data or Services Output Data as required to perform the Services will not excuse Tonic from its indemnity obligations hereunder. If Tonic Technology or Services become, or in Tonic's opinion are likely to become, the subject of an infringement or misappropriation claim, Tonic may, at its option and expense: (i) procure for Customer the right to continue using the affected Tonic Technology; (ii) replace or modify the affected Tonic Technology to make it non-infringing while remaining functionally equivalent in all material respects; or (iii) if neither (i) nor (ii) is commercially practicable, terminate the affected SOW and refund any prepaid, unused Fees for the terminated portion.

b. Customer. Customer will indemnify, defend, and hold Tonic and its parents, subsidiaries, affiliates, officers, directors, and employees harmless from all Losses arising from any Claim to the extent arising from (i) any breach of Customer's representations and warranties in Section 3 (a); or (ii) the categorical treatment, exclusion, privilege, and written instructions of Customer, including the Targeted Exclusion Protocol criteria, as applied by Tonic as specified in the applicable SOW; provided that Customer shall have no indemnity obligation under this Section 8(b) to the extent any Loss arises from Tonic's own negligence, breach, or failure to perform the Services as required, or from Tonic's application of any criterion, instruction, or determination other than as specified in the SOW. As between the Parties, Customer is responsible for the Transaction and for the sale, transfer, and use of the Services Output Data following authorized Release, and Tonic will have no liability to Customer for Losses arising from any Claim by a current or former employee, applicant, customer, labor organization, counterparty, objector, the Designated Recipient, or any downstream recipient relating to the Transaction, except to the extent such Losses result from Tonic's breach of this Agreement and subject to Section 11. Customer will include in the proposed Sale Order, and use reasonable best efforts to obtain entry of, provisions that (A) any person (other than a Specified Third-Party) who received notice of the sale motion and did not timely object, or whose objection was withdrawn, resolved or overruled, shall have no claim against Tonic arising from or relating to its performance of the Data Treatment

Procedures or its Certification, provided Tonic performed the Data Treatment Procedures in accordance with the Sale Order; (B) Tonic's Certification is a statement of procedures performed, results measured, and professional judgment as of its date; and (C) Customer's indemnification and other payment obligations to Tonic under this Agreement, if any, constitute allowed administrative expenses of Customer's estate.

c. Process. If any Claim is asserted, the party seeking indemnification will promptly notify the indemnifying party of all material details of such Claim known to it; provided that any failure or delay in providing such notice will not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure or delay. The indemnifying party will have sole control of the defense and settlement of any Indemnified Claim (provided that the indemnifying party will not settle any Claim in a manner that imposes liability on, or requires any admission by, the indemnified party without such party's prior written consent). The party seeking indemnification will cooperate with the indemnifying party in the defense of the Claim and will not compromise or otherwise settle any such Claim without the indemnifying party's prior written consent. "**Indemnified Claims**" means Claims for which a party has an indemnity obligation under this Section 8 for third-party Claims, which remain subject to Section 11.

9. WARRANTIES; ACCEPTANCE; METHODOLOGY. Each party represents and warrants that it has the power and authority to enter into and fully perform its obligations under this Agreement. Customer makes no representation or warranty with respect to, and shall not be responsible for, the independent conduct of the Designated Recipient or any downstream recipient following authorized Release. Tonic represents and warrants that it will perform the Services in accordance with all Applicable Laws, in a professional and workmanlike manner in material accordance with the applicable SOW and any written methodology or De-Identification Protocol and Targeted Exclusion Protocol incorporated into that SOW, and that upon completion of the Services, the Services Output Data will be delivered in accordance with the Sale Agreement, Section 1(e) of this Agreement and the applicable SOW. Tonic's determination that the Services Output Data satisfies the De-Identification Standard and the Excluded Information Standard is a professional opinion rendered to a reasonable degree of professional certainty and held to the standard of care of a competent de-identification and data exclusion professional; it is not a guarantee, and a residual identifier or residual item of Excluded Information in Services Output Data that met the requirements set forth in the SOW is not a breach of this Agreement, unless it resulted from Tonic's failure to perform the Services in accordance with the Data Treatment Procedures. Acceptance criteria, sample sizes, review periods, and rejection procedures will be stated in the SOW. Unless otherwise stated in an SOW, Customer (in consultation with the Designated Recipient) will have 21 days after delivery of each applicable Deliverable (as defined under the applicable SOW) to provide written rejection identifying the specific failure to satisfy the agreed acceptance criteria as set forth in the applicable SOW, and the Deliverable will be deemed accepted if Customer does not provide such written rejection within that period. Tonic's sole obligation and Customer's sole and exclusive remedy for a valid rejection or breach of this Section 9 is for Tonic to cure by re-running, remediating, correcting, or otherwise re-performing the affected Services within 30 days (or such other period as specified in the SOW) with no more than two cure attempts unless otherwise agreed in the SOW; if Tonic is unable to cure within such period, Customer's sole further remedy will be a pro-rata refund to the Designated Recipient of Fees paid for the non-conforming deliverables. Any written Certification or attestation by Tonic will cover the methodology followed, data reviewed, sampling or validation performed, and results observed as of the Certification date and within the agreed scope. Customer may rely on and enforce Tonic's Certification obligations. The Certification will be delivered to Customer and, for purposes of Section 3(c) of the Sale Agreement, to the Designated Recipient; the Bankruptcy Court and the consumer privacy ombudsman may also consider the Certification in connection with the Transaction. The Certification will state on its face that it is addressed to Customer; that it describes procedures performed, results measured, and Tonic's professional judgment as of its date; and Tonic's professional opinion that the De-Identification Standard and the Excluded Information Standard are satisfied and the Targeted Exclusion Protocol and De-Identification Protocol criteria in effect were applied and validated as described in the SOW; and that it is a statement of opinion and not a guarantee. Customer will not furnish the Certification to any person other than the Bankruptcy Court, the consumer privacy ombudsman, and the Designated Recipient. No person other than Customer acquires a contractual right against Tonic by reason of the Certification. Any third-party evaluation, expert determination, statistical assessment, or similar review must be expressly included as an SOW add-on. Services may be temporarily unavailable for scheduled maintenance, unscheduled emergency maintenance, data transfer, environment readiness, Customer-controlled infrastructure, or other causes beyond Tonic's reasonable control;

Tonic will use commercially reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption affecting Tonic-controlled systems. For the avoidance of doubt, this Section 9 does not limit either Party's indemnification obligations under Section 8 for third-party Claims, which remain subject to Section 11.

10. DISCLAIMERS OF WARRANTIES. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TONIC MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATION, WARRANTY, OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, TONIC TECHNOLOGY, SERVICES RAW DATA, SERVICES OUTPUT DATA, DOWNSTREAM USES, DATA RIGHTS, OR THIRD-PARTY OR CUSTOMER-CONTROLLED ENVIRONMENTS.

11. LIMITATION OF LIABILITY.

a. Special Damages. EXCEPT AS OTHERWISE SET FORTH UNDER SECTION 11(c) BELOW, NEITHER PARTY OR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, OR EMPLOYEES WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS EXCLUSION SHALL NOT BAR RECOVERY OF REASONABLE AND DOCUMENTED INVESTIGATION, NOTIFICATION, AND REMEDIATION COSTS DIRECTLY RESULTING FROM A SECURITY INCIDENT CAUSED BY TONIC, WHICH ARE SUBJECT TO SECTION 11(c).

b. Liability Cap. EXCEPT AS OTHERWISE SET FORTH UNDER SECTION 11(c), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO AN APPLICABLE SOW WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT SOW. FOR THE AVOIDANCE OF DOUBT, THE DESIGNATED RECIPIENT'S FAILURE OR DELAY IN PAYING FEES SHALL NOT INCREASE CUSTOMER'S AGGREGATE LIABILITY UNDER THIS SECTION 11, AND CUSTOMER SHALL HAVE NO LIABILITY FOR THE INDEPENDENT CONDUCT OF THE DESIGNATED RECIPIENT OR ANY DOWNSTREAM RECIPIENT.

c. Exceptions. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, (1) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR (I) BREACH OF SECTION 6, (II) A SECURITY INCIDENT CAUSED BY THAT PARTY OR RESULTING FROM THAT PARTY'S ACTS OR OMISSIONS, AND (III) INDEMNIFIED CLAIMS UNDER SECTION 8 WILL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000) IN THE AGGREGATE (THE "ENHANCED CAP"); AND (2) THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 11(a) AND 11(b) AND THE ENHANCED CAP SHALL NOT APPLY WITH RESPECT TO (I) EITHER PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (II) TONIC'S INTENTIONAL USE OR DISCLOSURE OF SERVICES RAW DATA OR SERVICES OUTPUT DATA FOR ITS OWN PURPOSES IN VIOLATION OF SECTION 2(d), (III) EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, OR (IV) ANY LIABILITY THAT CANNOT LEGALLY BE LIMITED OR EXCLUDED. FOR THE AVOIDANCE OF DOUBT, TONIC'S COSTS TO CORRECT OR REPERFORM NONCONFORMING SERVICES, RETURN OR DELETE SERVICES RAW DATA OR SERVICES OUTPUT DATA, CORRECT A CERTIFICATION, OR COMPLETE ANOTHER EXPRESS PERFORMANCE OBLIGATION ARE COSTS OF PERFORMANCE AND DO NOT COUNT AS DAMAGES AGAINST A LIABILITY CAP.

12. GENERAL. Tonic is and will remain an independent contractor. Nothing in this Agreement will be construed to create an employer/employee, joint venture, agency, fiduciary, reseller, data broker, or partnership relationship between the parties. Notwithstanding the foregoing, nothing in this Section 12 limits or negates, Tonic's designation, appointment, authorization, and performance as the Deidentification Agent, and Tonic's role as Deidentification Agent, as reflected in the Sale Order. The Services are non-exclusive. Nothing prevents Tonic from working with labs, agents, brokers, licensors, sellers, customers, downstream recipients, or other third parties directly, and no exclusivity is granted to Customer, any lab, downstream recipient, or other person unless expressly stated in an SOW signed by Tonic. Neither party may assign or otherwise transfer its rights under this Agreement without the prior written consent of the other party (which may be given via email), provided however that either party may assign this Agreement with written notice (which may be given via email) to any Affiliate or to its successor by way of merger, reorganization, change of control, sale, acquisition, or sale of substantially all of its assets or business relating to this Agreement; provided further that Customer may not assign this Agreement to an entity that directly

competes with Tonic without Tonic's prior written consent, and such assignment will not create or expand exclusivity, non-circumvention, downstream rights, or other restrictions on Tonic. Neither party will issue any press release or other publicity without the prior written consent of the other (which may be given via email), provided however that either Party may accurately describe Tonic's role as Deidentification Agent as reflected in the public docket of the Bankruptcy Court. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited to the minimum extent necessary. This Agreement, with any SOW effective on or after the Effective Date, the DPA, and any exhibit incorporated by an SOW, is the complete and exclusive statement of the mutual understanding of the parties, superseding and canceling all previous written and oral agreements, communications, and other understandings relating hereto. No online term, policy, DPA, or later website modification shall apply unless expressly attached and signed. An SOW shall control only for project-specific scope, methodology, deliverables, schedule, and acceptance criteria set forth in such SOW and shall modify the terms of this Agreement only if it identifies the affected section and expressly states that it overrides that section. In the event of a conflict between the terms of this Agreement (including any SOW) and the DPA, the DPA shall control only to the extent it imposes a more protective privacy, security, incident-response, or deletion obligation and may not reduce an obligation, remedy, liability allocation, or performance standard under this Agreement or any SOW. In the event of a conflict between the terms of this Agreement (including any SOW) and the Designated Recipient Agreement, the Designated Recipient Agreement shall control with respect to the payment of fees by the Designated Recipient. This Agreement shall control all remaining matters. Any waiver of any provision of this Agreement and any modification of any term in this Agreement or any SOW must be in a writing signed by authorized representatives of both parties. This Agreement will be governed by the laws of California, excluding any conflict of laws principle that would require the application of the laws of another jurisdiction. Each party irrevocably submits to the personal jurisdiction of the courts located in San Francisco County, California, which it agrees will have exclusive jurisdiction over this Agreement and the parties; venue will be proper in any such court. Notwithstanding the foregoing, the Bankruptcy Court will have jurisdiction over any matter arising under the Sale Order, and each Party consents to that jurisdiction for such matters. If there is any dispute under this Agreement, the Parties will work in good faith for a period of not less than 15 days from written notice of the dispute to resolve the matter informally before initiating any formal proceeding, except for applications for injunctive relief. Upon termination or expiration of this Agreement, Sections 2, 3, 4 (as to unpaid amounts), 5 (as to wind-down and accrued obligations), 6, and Sections 8 through Section 13 will survive. All notices will be in writing and addressed as stated below, and will be deemed given upon actual receipt, or when receipt is electronically confirmed, when sent by email. Notices to Tonic will be addressed to Tonic AI, Inc., 548 Market St STE 49486, San Francisco, CA 94104-5401, Attn: Legal Dept, notices@tonic.ai (email preferred). Copies of notices to Tonic, which shall not constitute notice, will be sent to Goodwin Procter LLP, Attn: Stacy Dasaro (SDasaro@goodwinlaw.com). Notices to Customer will be addressed to Spirit Airlines, LLC, 1731 Radiant Drive, Dania Beach, FL 33004, Attn: Legal Department (legaldepartment@spirit.com), with a copy (which shall not constitute notice) to Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Darren S. Klein (darren.klein@davispolk.com).

13. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into solely between, and may be enforced only by, Tonic and Customer. Except as expressly provided hereunder, nothing in this Agreement, whether express or implied, is intended to or will confer upon any person or entity other than the Parties any right, benefit, remedy, or claim of any nature under or by reason of this Agreement, and no lab, subprocessor, subcontractor, Designated Recipient, downstream recipient, or other third party will be deemed a third-party beneficiary of this Agreement. For the avoidance of doubt, no attorney, adviser, representative, or agent of Customer (including Customer's counsel) is a party to this Agreement or has any payment, indemnity, warranty, performance, certification, or other obligation or liability under this Agreement, and Tonic's sole recourse under this Agreement is against the Parties.

Tonic AI, Inc.	**Spirit Airlines, LLC**
By _____	By _____

Name		Name	
Title		Title	
Date		Date	
Address	548 Market Street, Suite 49486	Address	
	San Francisco, CA, 94104		
Email for Notices	notices@tonic.ai	Email for Notices	

Exhibit A

INITIAL SOW

Execution Copy

Statement of Work ("SOW")

Tonic AI, Inc.
548 Market St, Suite 49486
San Francisco, CA 94104
United States of America

Prepared For
Spirit Airlines, LLC and its affiliate debtors ("Spirit" or "Customer")

[ADDRESS]

Billing Details

Purchase Order Required? ckbox1\ no
Billing Email:
Ship To Address: \same as above

Services Details

Service	Start Date	End Date
Data De-identification and Exclusion Services (the "Services")		

Total Amount: **$3,500,000**

Statement of Work Terms and Conditions

This SOW is entered into as part of, and incorporated by reference into, that certain Tonic Master De-identification Services Agreement (the "Agreement") which was entered into between Tonic AI, Inc., a Delaware corporation with a mailing address of 548 Market St, PMB 49486, San Francisco, CA 94104 ("Tonic"), and the Customer listed above as of [DATE]. Capitalized terms used but not defined in this SOW have the meanings given to them in the Agreement.

1. **Data Scope**. The Services Raw Data with respect to which the Services are to be performed under this SOW is described in Exhibit A and consists solely of the categories designated "Included" on the Asset Schedule (as defined in Exhibit A). The Services shall apply only to Services Raw Data actually made available to Tonic.

2. **Excluded Information Standard**. The Excluded Third-Party Data and Excluded Employee Data (collectively, "Excluded Information") with respect to which the Targeted Exclusion Protocol is to be applied are as set forth in Exhibit B.

The Targeted Exclusion Protocol to be applied to the Excluded Information in order to achieve the Excluded Information Standard is set forth in Exhibit C. For purposes of this SOW, "Excluded Third-Party Data" and "Excluded Employee Data" have the meanings given to the corresponding terms in the Sale Agreement and the Sale Order, and comprise the Excluded Third-Party Data and the Excluded Employee Data that the Deidentification Agent is required to remove from the In-Scope Data before delivery under paragraphs 11 and 14 of the Sale Order, in accordance with Exhibits B and C. Excluded Employee Data that is not reasonably capable of removal is de-identified under Exhibit D, as paragraph C of Exhibit A to the Sale Agreement provides. The "Excluded Information Standard" has the meaning given in Section 1(a) of the Agreement.



3. **De-Identification Standard**.

The De-Identification Protocol to be applied to the Services Raw Data in order to achieve the De-Identification Standard is set forth in Exhibit D. The Targeted Exclusion Protocol (Exhibit C) and the De-Identification Protocol (Exhibit D) together constitute the "Data Treatment Procedures" attached as Schedule 1 to the Sale Order and incorporated into the Sale Order and the Sale Agreement as provided therein.

4. **Milestones**. Tonic will perform the Services in accordance with the milestones set forth in Exhibit E.

5. **Deployment Model; Environment Responsibilities**. The deployment model for the Services is: a Tonic-managed, access-controlled processing environment. The processing environment will be dedicated to this engagement and logically segregated from other customers and from Tonic's own data, and will maintain full access logging.

6. **Customer Dependencies and Obligations**. Customer is responsible for providing timely access to the source environment, test environment, data pipelines, credentials, keys, networking, compute and inference resources, storage, security approvals, and personnel reasonably necessary for Tonic to perform the Services, and Tonic is responsible for the Tonic-controlled platform, tooling, personnel, and implementation activities described in this SOW. Any delay in Tonic's performance caused by Customer's failure to timely provide such access or resources may extend applicable timelines on a day-for-day basis, provided Tonic notifies Customer in writing (email shall suffice) of the delay and its expected effect within five business days after becoming aware of it, and Tonic will not be liable for any resulting delay. Tonic will continue unaffected work and use commercially reasonable efforts to mitigate the delay.

7. **Deliverables**. The deliverables ("Deliverables") for this SOW are:

- The Services Output Data, delivered in the same format and structure as the source, where Tonic has native support. Alternatively, some content may be transformed into standard formats like PDF, JSON, or CSV, subject to consultation with the Designated Recipient, whose confirmation as to such transformation will not be unreasonably withheld or delayed.
- A summary report of the configuration and rules applied, QA methodology, and measured results, suitable for the engagement record and for auditors, and in accordance with each of the Targeted Exclusion Protocol and De-Identification Protocol.
- An exclusion manifest identifying each item excluded pursuant to the Targeted Exclusion Protocol and the rules under which it was excluded.
- A completeness reconciliation tying record and file counts from ingest through delivery, including documented exclusions.
- A single written certification (the "Certification") addressed to Customer covering all Services Output Data, suitable for filing with the Court and delivered to the Designated Recipient as contemplated by Section 3(c) of the Sale Agreement, stating that: (i) the procedures described in this SOW were performed; (ii) the Targeted Exclusion Protocol was applied to the Excluded Information using the criteria in effect for the processing run and validated as described in Exhibit C such that, in Tonic's professional opinion, the Services Output Data meets the Excluded Information Standard; and (iii) in Tonic's professional opinion, the De-Identification Protocol was applied such that the Services Output Data meets the De-Identification Standard. The Certification is a statement of procedures performed, results measured and Tonic's professional opinion as of its date, as provided in Section 9 of the Agreement and paragraph 19 of the Sale Order.

For purposes of this SOW and the Agreement, the "Services Output Data" shall not include the summary report, exclusion manifest, completeness reconciliation, quarantine log, mappings, entity graphs, configuration artifacts, samples or other work product, all of which shall be delivered to Customer only not to the Designated Recipient.

The Certification will state that Tonic has performed the Services in accordance with the Data Treatment Procedures set forth in Exhibits C and D and attached as Schedule 1 to the Sale Order.



8. **Acceptance Criteria**. Acceptance of the Deliverables requires that (a) Tonic has applied the Data Treatment Procedures set forth in Exhibits C and D and attached as Schedule 1 to the Sale Order; (b) the Services Output Data meets the De-Identification Standard, as measured by the quality-assurance procedures and thresholds in Exhibit D item 10, and Excluded Information Standard, as validated under Exhibit C; (c) the completeness reconciliation ties record and file counts from ingest through delivery, net of documented exclusions; and (d) Tonic has delivered all Deliverables required by Section 7. Customer's review period for acceptance is three weeks after delivery of each applicable Deliverable. Customer's rejection must be in writing and identify the specific non-conformity with the criteria in this Section 8. If Customer does not deliver a written rejection identifying specific non-conformities within the three-week review period, the Deliverables will be deemed accepted. For the avoidance of doubt, the Designated Recipient may provide consultative comments to Customer but may not accept or reject a Deliverable or otherwise bind Customer Notwithstanding the foregoing, the Designated Recipient may, within Customer's three-week review period and by written notice identifying the specific non-conformity, object to (i) Services Output Data that does not meet the relevant requirements of the Sale Agreement, including with respect to applicable formatting requirements or (ii) a Certification that does not comply with Section 3(c) of the Sale Agreement. An objection under the preceding sentence is addressed by Customer in determining acceptance under this Section 8; Tonic's obligations in respect of it are to promptly correct and re-deliver Services Output Data or Certification, as applicable, to the extent Customer determines that the objection identifies a non-conformity with the criteria in this Section 8. Final acceptance of the Deliverables remains with Customer under this Section 8. Post-delivery remediation operates as provided in Section 9 of the Agreement, and Tonic will correct, without additional charge, its own failure to perform the Data Treatment Procedures or meet the De-Identification Standard, as measured by the quality-assurance procedures and thresholds in Exhibit D item 10, and Excluded Information Standard, as validated under Exhibit C, reported with specificity within 90 days after delivery to the Designated Recipient and in any event no later than 120 days after delivery to Customer (the "remediation window"). Correction after the remediation window, and correction that requires materials destroyed at Customer's direction, is a change order. All Deliverables must be accepted for acceptance to take place under this Section 8.

9. **Fees**. The fee for the Services described in this SOW is a fixed fee of $3,500,000, invoiced to the Designated Recipient in accordance with the payment schedule in the Designated Recipient Agreement described in Section 4 of the Agreement. Tonic will look solely to the Designated Recipient for payment and neither Customer, any Participating Affiliate, any debtor estate, nor any attorney, adviser, representative, or agent of Customer, has any obligation to pay, advance, guarantee, reimburse, or otherwise satisfy the Fee. Criteria, review, testing, and validation reasonably required to perform the Services through Customer's Phase 2 approval are included in the Fee. After Phase 2 approval, Tonic may request a change order only for new criteria, new data, or a documented material expansion of scope; any additional Services require Customer's written approval and any additional Fee requires the Designated Recipient's separate written approval. Tonic will correct, without additional charge and within the remediation window under Section 8, any failure to apply the criteria, methods, or protocols effective for the applicable processing run. The following are outside the fixed Fee and may be added only by written change order at Tonic's then-current rates: any data category not designated "Included" on the Asset Schedule; legal privilege determinations and reviewer-based privilege screening, which Customer will make and perform (provided that Tonic will apply source-level and search-term exclusions for potentially privileged material under Customer's written protocol); review-platform or eDiscovery reviewer workflows beyond those included hereunder; and any processing, reprocessing, retention, or delivery not described or contemplated in this SOW and not otherwise required to correct Tonic's failure to perform the Services.

10. **Artifact Retention**. Tonic will retain configuration artifacts, detection results, entity graphs, mappings, Engagement Models (as defined in Section 2(d) of the Agreement), exclusion criteria, and quality assurance artifacts in the processing environment, subject to the security and confidentiality obligations of the Agreement, until the post-delivery remediation window closes and any remediation then in progress is complete, and will then permanently and irrevocably delete them and automatically certify deletion to Customer. Extended retention shall require prior written approval from Customer and must include an expiration date. Delivery or escrow of mappings or entity graphs requires Customer's written approval and may be made only to Customer or its authorized designee. Mappings and entity graphs will not be delivered to the Designated



Recipient. If Customer or the Court determines that a mapping should survive the certification, it will be deposited with the Court or with an escrow agent the Court approves, under the Court's control, and Tonic will retain no copy. Tonic's retention of the engagement record for the defense of its certification is governed by Section 6 of the Agreement. Following the close of the remediation window (or earlier at Customer's written direction), Tonic will destroy the Services Raw Data and any derivatives thereof in its possession in accordance with the Data Treatment Procedures, except that Tonic may retain the engagement record described above and any material subject to a legal hold or court order, consistent with paragraph 7 of the Sale Order.

11. **Assumptions**. The following assumptions (the "Assumptions") apply to this SOW: (a) the Services shall be provided via a single engagement over Services Raw Data; (b) the Services Raw Data is predominantly text-native document formats (DOCX, XLSX, CSV, JSON, HTML, EML); (c) PDF and image-based content does not exceed 100M pages; (d) volumes of Services Raw Data are substantially as stated in Exhibit A; (e) the U.S.-law framework applicable to the Services; and (f) the Designated Recipient will comply with its commitments under the Sale Order and Sale Agreement. Subject to the terms of the Designated Recipient Agreement, if the Services Raw Data deviates materially from the Assumptions or from Exhibit A as completed (including in volume, systems, formats, OCR share, compute or extraction requirements, duration, the number or complexity of Specified Third-Parties or designated criteria, languages, validation requirements, or Phase 2 review cycles), the Fee and schedule will be equitably adjusted by change order under Section 9, with any Fee adjustment subject to the Designated Recipient's approval under the Designated Recipient Agreement, and Tonic is not required to proceed beyond Phase 1 with the affected work until the change order is approved.

This SOW may be executed in two or more counterparts (which may include digital signatures and PDF and similar digital format counterparts), each of which will be deemed to be an original, but all of which together will constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart.

By signing below, each party represents and warrants that it has full power and authority to accept the terms of this SOW.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this SOW as of the Effective Date.

Tonic AI, Inc.		**Spirit Airlines, LLC**	
By		By	
Name		Name	
Title		Title	
Date		Date	
Address	548 Market Street PMB 49486 San Francisco, CA, 94104	Address	
Email for Notices	notices@tonic.ai	Email for Notices	

Exhibit A

Services Raw Data - Scope and Systems Schedule

[To be completed by the Parties based on the final Asset Schedule]

"Asset Schedule" means the schedule identifying the Customer systems, data sources, and data categories that comprise the In-Scope Data, each designated "Included" or "Not Included," as agreed by the Parties and set forth in or incorporated into Exhibit A.



Exhibit B

Excluded Third-Party Data and Excluded Employee Data – Search Terms for Targeted Exclusion Protocol

The following are illustrative examples of the categories and designated criteria to be entered and are not exhaustive.

A. **Excluded Third-Party Data**. For each designated third party: email domains and addresses; entity names and known aliases; product, program, and project code names; contract, vendor, and supplier numbers; document identifiers; repositories and file paths; and the systems, sites, channels, mailboxes, and custodians to be excluded at the source.

B. **Excluded Employee Data**. For each category of Excluded Employee Data defined in paragraph C of Exhibit A to the Sale Agreement, Customer will designate the associated systems, modules, custodians, program names, form identifiers, and search terms (for example, leave and accommodation modules and benefits-administration mailboxes for medical and disability data; the pilot records database for FAA pilot records; HR investigation and labor-relations sites for investigatory and labor records; and the safety-program systems and custodians for ASAP, ACARS, LOSA and FOQA material).

Exhibit C

Targeted Exclusion Protocol

This Exhibit C describes the workflow by which Excluded Data are identified and excluded from the Services Raw Data so that the Excluded Information Standard is met.

"Excluded Data" means the Excluded Information defined in Section 2 of this SOW. Customer, in consultation with the third parties concerned, determines what constitutes Excluded Data and designates the criteria by which it is identified; Tonic applies those criteria, surfaces further candidates for Customer's review, validates the exclusions and certifies that the approved criteria were applied.

Excluded Data is identified and excluded through the following steps:

1. **Excluding systems**. Spirit identifies and confirms the exclusion of systems that are outside the sale or that house protected information (such as technical data or confidential pricing data), so that those systems do not enter the Services Raw Data.

2. **Designate and exclude.** By the designation deadline fixed in the project schedule (Exhibit E), Customer designates the criteria in Exhibit B for each Specified Third-Party and each category of Excluded Employee Data, together with the executed agreements and known files that seed the search. Tonic applies the approved criteria across every in-scope data type (email and attachments, chat at the conversation level, documents, structured systems, source code and tickets) and excludes each matching unit as follows. Correspondence with a Specified Third-Party, executed agreements and other designated files are removed as whole units (the message or the file). In other content, where the Excluded Data is reasonably severable (its boundary is apparent from the designation or confirmed by Customer) and redaction or field-based exclusion is technologically feasible without leaving content from which the Excluded Data could reasonably be inferred, Tonic redacts or suppresses the severable portion (an attachment without its covering message; a slide, section, sheet, table or column without the rest of the document or workbook; a message without the rest of a thread; in a structured system, the keyed record and its dependent records or a designated column); otherwise Tonic removes the unit. Partial treatments are recorded in the exclusion manifest. Whole-unit removal or quarantine in accordance with this step and the criteria fixed at Customer's Phase 2 approval (on which the Designated Recipient is consulted) is not a non-conformity. The criteria are fixed at Customer's Phase 2 approval; later designations are applied by change order.

3. **Technical review and candidate referral**. Tonic applies additional technical methods to surface, for Customer's review, further material that may be Excluded Data remaining in the included corpus, including cryptographic hashing and hash-matching of designated and excluded files, file-name and full-text term matching, structured-identifier matching, and engagement-specific contextual detection (such as near-duplicate detection, semantic similarity, and entity recognition). Customer determines which candidates are Excluded Data, and Tonic removes those Customer confirms or, where Customer's confirmation identifies the severable portion, redacts or suppresses that portion on the conditions in step 2, preserving referential integrity within the remaining Services Output Data. Tonic does not determine what constitutes confidential or proprietary information of a third party. Customer provides the search terms and criteria, and Tonic applies its technical expertise to advise on, apply, test, and refine the application of Customer's designated criteria.

4. **Validation and documentation**. Before delivery, Tonic re-runs the approved criteria against the delivery set and corrects any remaining match, confirms by hash that no designated file remains, validates the exclusions against control totals established at ingest, records each excluded item in the exclusion manifest, performs and documents referential integrity checks, and documents the methods and results in the summary report.

Content whose treatment under the criteria cannot reasonably be determined is quarantined and is not delivered. Excluded Employee Data is excluded at the source under step 1 where it resides in a designated system and removed, redacted or suppressed under step 2 where it matches Customer's designations; incidental mentions in other

content that cannot reasonably be removed, redacted or suppressed are de-identified under Exhibit D, as paragraph C of Exhibit A to the Sale Agreement provides. Tonic's certification under this Exhibit is that the approved criteria were applied and validated as described above; it is not a determination that any item is or is not confidential.

Exhibit D

De-Identification Protocol

Tonic will apply the De-Identification Protocol to the Services Raw Data remaining after exclusion under Exhibit C in order to satisfy the De-Identification Standard, preserving referential integrity within the Services Output Data. Notwithstanding any provision herein to the contrary, Tonic's technique selection will draw on the principled de-identification techniques catalogued in ISO/IEC 20889 and the CISA guidance identified in Tonic's proposal, each as in effect on the Effective Date, applied within the De-Identification Standard.

To satisfy the De-Identification Standard, Tonic will apply the following treatments based on the applicable data category:

1. **Direct identifiers** (names, contact details, government, employee, account and record identifiers, usernames, and email addresses), in structured fields and unstructured text: detection by named-entity recognition and pattern rules; entity linking so that each individual resolves to a single synthetic identity; and consistent in-place replacement with realistic synthetic values that preserve format and referential integrity, which Tonic will maintain within the Services Output Data through consistent mapping and address in the Certification.
2. **Indirect identifiers** (dates of birth and other personal dates, ages, job titles, work locations and bases, seniority numbers, compensation, and similar attributes): generalization into ranges or bands (for example, a date to a month or quarter), to the extent required to meet the De-Identification Standard, as measured under item 10 using accepted statistical disclosure-control metrics.
3. **Structured and semi-structured records**: classification of each field as a direct identifier, an indirect identifier, or non-identifying, with further generalization or suppression until the De-Identification Standard is met.
4. **Free text** (including email, chat, documents, tickets, source code, message and routing metadata, and content in languages other than English): the same detection, linking, and synthesis pipeline.
5. **Payment card numbers** and similar financial account identifiers: replacement with synthetic values that cannot correspond to an issued card or account, or removal if synthetic values are not possible.
6. **Photographs of identifiable individuals and handwritten signatures**: obscuring or exclusion.
7. **Scanned and image-based documents**: OCR with positional geometry, in-place replacement, and flattening of PDFs after processing.
8. **Health information**: Tonic will de-identify protected health information or consumer health-related information in the Services Raw Data under the De-Identification Protocol so that the Services Output Data meets the De-Identification Standard, and will not include raw health information in the Services Output Data.
9. **Content that cannot reliably be treated by the foregoing**: suppression of the specific element or region and, only where suppression cannot reliably achieve the De-Identification Standard (for example, unsupported formats such as video), exclusion of the unit or escalation to Customer. The least restrictive treatment that, in Tonic's reasonable professional judgment, reliably meets the De-Identification Standard is used.
10. **Quality assurance**. Tonic will measure the Services Output Data against the De-Identification Standard using statistically meaningful, human-annotated samples, computing precision and recall by entity type and class of data, conducting adversarial review, and correcting systematic gaps before delivery. Quality-assurance thresholds are numeric; set separately for each entity type and class of data, both per mention and per individual; fixed by Tonic in its independent professional judgment in consultation with the Customer and Designated Recipient, documented with their rationale before full-corpus processing, in accordance with

the De-Identification Standard and set for a recipient bound by Section 1(c) of the Sale Agreement and paragraph 8 of the Sale Order.

11. **Certification**. Upon completion, Tonic will certify that the De-Identification Protocol was applied and, in its professional opinion, that the Services Output Data meets the De-Identification Standard.

Exhibit E

Milestones and Project Plan

Tonic will perform the Services in the phases set forth below. This Exhibit E addresses when and in what sequence Tonic performs the work and does not duplicate the exclusion or de-identification methodologies in Exhibits C and D. Tonic will assign a dedicated engagement team, including forward-deployed engineers and a project manager, for the duration of the Services, and will designate a primary point of contact for Customer.

1. **Phase 1**. Secure ingest and corpus survey. Tonic establishes the processing environment, ingests the Services Raw Data, and surveys the corpus (systems of origin, file types, languages, OCR share, and volumes), selecting representative samples for Phase 2. Customer provides available identity rosters, system extracts, username mappings, exclusion criteria, and the names of its acceptance stakeholders during this phase. Tonic will deliver a written survey summary at the end of Phase 1 and will note any material gaps or inconsistencies in Customer-provided inputs that are reasonably apparent from the survey; Customer will cure them or provide written instructions before Phase 2 approval.
2. **Phase 2**. Configuration and sample iteration. Tonic configures the entity schema, detection thresholds, synthesis rules, and exclusion criteria, and iterates over representative samples with Customer (with input from Designated Recipient) until the results meet the De-Identification Standard, as measured by the quality-assurance procedures and thresholds in Exhibit D item 10, and Excluded Information Standard, as validated under Exhibit C. Within five [5] business days after Tonic submits results it designates as final, Customer (with input from Designated Recipient) will approve them in writing or provide specific written objections; approval will not be unreasonably withheld, conditioned or delayed, and absent a timely objection the results are deemed approved. The entity schema, quality-assurance thresholds, synthesis rules, and exclusion criteria are fixed upon Customer's written or deemed approval at the end of Phase 2.
3. **Phase 3**. Full-corpus processing. Tonic applies the Targeted Exclusion Protocol (Exhibit C) and then the De-Identification Protocol (Exhibit D) across the corpus, using detection to identify Excluded Data and personally identifiable information, entity linking to resolve identifiers to one synthetic identity and synthesis to replace identifiers with realistic internally consistent synthetic values to preserve referential integrity across the dataset.
4. **Phase 4**. Quality assurance. Beginning during Phase 2 and concluding in this Phase 4, Tonic will sample processed content as it completes processing, review low-confidence detections and edge cases through a human-in-the-loop interface, conduct adversarial review of the sample, correct over-merged or under-merged identities in the entity graph, and feed findings back into the configuration so that systematic gaps are corrected during processing. During Phase 4, Tonic measures the Services Output Data against the (a) quality-assurance thresholds and other parameters approved in Phase 2, which operationalize the De-Identification Standard and (b) the validation criteria which operationalizes the Excluded Information Standard, reconciles record and file counts from ingest through delivery, and documents the results.
5. **Phase 5**. Delivery, certification and post-delivery. Tonic delivers the Deliverables, including the single final Certification, to Customer. Following acceptance under Section 8, Customer's written release authorization and satisfaction of Section 1(e) of the Agreement, Tonic Releases the Services Output Data to the Designated Recipient and furnishes the Certification to it. During the remediation window (as described in Section 8), Tonic corrects at no charge any failure to perform the Data Treatment Procedures or meet the De-Identification Standard, as measured by the quality-assurance procedures and thresholds in Exhibit D item 10, and Excluded Information Standard, as validated under Exhibit C, that Customer identifies with specificity, by targeted reprocessing of the affected content, and re-delivers the corrected Services Output Data; where a correction changes a statement in the Certification, Tonic issues a supplement to it. Reprocessing for new criteria, new data or expanded scope is a change order. At the close of the

remediation window Tonic destroys the Services Raw Data, mappings and entity graphs and certifies destruction under Section 10.

6. **Project schedule**. After Phase 1, Tonic will provide a proposed written project schedule for Customer's written approval (email shall suffice), not to be unreasonably withheld or delayed; if Customer neither approves nor objects in writing within five business days, the proposed schedule will govern. The schedule will include milestone dates, dependencies, escalation contacts, the court and Transaction deadlines of which Customer has informed Tonic, and a target final delivery date, in each case subject to the Assumptions and to Customer's timely performance of its obligations. The Designation Deadline falls a number of business days, to be fixed in the schedule, before the end of Phase 2, and no earlier than the Third-Party Search Terms Deadline of the Sale Order and the resolution of any Search Term Dispute. The confirmed schedule will be attached as Schedule E-1 and will form part of this Exhibit.
7. **Status and delay**. Tonic will provide regular written status reports and prompt notice of any actual or threatened material delay, including its cause, impact, and proposed mitigation. For a Tonic-caused material delay, Tonic will provide a written recovery plan, escalate the matter to executive sponsors, and use commercially reasonable efforts, including reasonable additional staffing, to recover the schedule; those efforts are in addition to Customer's rights and remedies under the Agreement. Tonic will not be responsible for delay caused by court proceedings, third-party objections, a change in the Designated Recipient, or changes to the Exhibits, except to the extent Tonic caused or contributed to the delay or failed to use commercially reasonable efforts to mitigate it.

EXHIBIT B
Data Processing Agreement

Exhibit B

Data Processing Agreement

This Data Processing Agreement supplements the Master De-Identification Services Agreement, including each SOW issued under it, effective as of the Effective Date stated therein ("Services Agreement") between Spirit Airlines, LLC ("Customer") and Tonic AI, Inc. ("Tonic" or the "Processor") (together, the "Parties").

Notwithstanding anything to the contrary, this Agreement shall only apply to the extent Processor is processing Customer Personal Data as a Processor or Service Provider, as defined under the applicable Data Protection Laws. For the avoidance of doubt, this Agreement shall not apply when Processor is Processing Customer Personal Data as a "Controller" under Data Protection Laws. This Agreement incorporates by reference all relevant terms of the Services Agreement. Any term not defined in this Agreement shall have the meaning ascribed to it in the Services Agreement. If this Agreement conflicts with the Services Agreement, Services Agreement governs, and nothing in this Agreement reduces any obligation of Tonic thereunder. The limitations and exclusions of liability in Section 11 of the Services Agreement (including Section 11(c)) apply to this Agreement and to all Processing under it, except to the extent mandatory provisions of the Standard Contractual Clauses, where they apply, require otherwise, and nothing in this Agreement creates any liability of Tonic beyond that provided in the Services Agreement. This Agreement is effective as of the Effective Date of the Services Agreement and terminates upon the termination or expiration of the Services Agreement, subject to Section 9. Assistance under Sections 2.4.4, 6, 7.2 and 8 that is not required by Data Protection Laws and does not arise from Tonic's breach of this Agreement is subject to the scope and change-order provisions of the Services Agreement. Tonic will provide legally required assistance while any related compensation is resolved.

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Customer Personal Data" means any Personal Data Processed by Processor on behalf of Customer (or any Participating Affiliate) pursuant to or in connection with the Services Agreement, including Personal Data contained in Services Raw Data and any copies, derivatives, or transformations of it (including hashed, tokenized, or pseudonymized versions, mappings, and entity graphs) for so long as they remain Personal Data;

1.1.3 "Data Protection Laws" means, to the extent applicable to the Processor's Processing of Customer Personal Data, GDPR, UK GDPR, Swiss FDPA, US Data Protection Laws, and data protection or privacy laws of any other country;

1.1.4 "EEA" means the European Economic Area;

1.1.5 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.6 "Services" has the meaning given in the Services Agreement.

1.1.7 "Subprocessor" means any person appointed by or on behalf of Processor to process Customer Personal Data on behalf of Customer in connection with the Services, Services Agreement or this Agreement.

1.1.8 "Standard Contractual Clauses" means where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); or where

the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR; or where the Swiss FDPA applies, the applicable standard data protection clauses adopted pursuant to Article 6 of the Swiss FDPA.

1.1.9 "Swiss FDPA" means the Federal Data Protection Act of 19 June 1992 (Switzerland) (with the Ordinance to the Federal Data Protection Act of 14 June 1993), or the revised Federal Data Protection Act of 25 September 2020 (with the Ordinance to the Federal Data Protection Act of 31 August 2022).

1.1.10 "UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

1.1.11 "US Data Protection Laws" means the California Consumer Privacy Act as amended ("CCPA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Data Privacy Act, and any other similar data or privacy law in effect in the United States.

1.1.12 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly. In addition, "Personal Data" includes "personal information" and "personal data" as defined under applicable US Data Protection Laws, and "Personal Data Breach" includes any Security Incident (as defined in Section 3(c) of the Services Agreement).

2. Processing of Customer Personal Data

2.1 The subject matter, nature, purpose, type of Personal Data and categories of data subjects are described in Schedule 1, attached hereto.

2.2 Customer Personal Data will be disclosed by Customer to Tonic to perform the Services, and Tonic will act as Customer's "Service Provider" or "Processor" as such terms are defined under Data Protection Laws, with respect to such data.

2.3 The Parties agree that the specific purpose of Tonic's Processing of Customer Personal Data (including "business purpose(s)", as "business purpose" is defined under CCPA) is identified in Schedule 1. Customer is providing Customer Personal Data to Tonic only for the limited and specified purposes listed in Schedule 1.

2.4 Tonic:

2.4.1 shall comply with all Data Protection Laws in the Processing of Customer Personal Data;

2.4.2 shall not Process Customer Personal Data other than on Customer's documented instructions and for the purposes permitted under the Services Agreement (including Sections 2(d), 2(e) and 6 thereof, which permit Tonic to perform, secure, support and document the Services, comply with law, exercise its rights under the Services Agreement, and maintain and use the Engagement Record), unless otherwise required by law. Customer's documented instructions consist of this Agreement, the Services Agreement (including the applicable SOW and the Data Treatment Procedures) and Customer's written instructions under Section 3(d) of the Services Agreement, subject to the scope and change-order provisions of the Services Agreement;

2.4.3 shall immediately inform Customer if, in Tonic's opinion, an instruction from Customer

related to Processing Customer Personal Data infringes any Data Protection Laws; and shall provide reasonable assistance to Customer as necessary for Customer to comply with its obligations under Data Protection Laws, including as may be applicable under UK GDPR and taking into account the nature of the Processing and the information available, assisting Customer to meet its obligations to keep Personal Data secure; notifying the Information Commissioner's Office ("ICO") of Personal Data Breaches; notifying the data subjects of Personal Data Breaches, carrying out data protection impact assessments ("DPIA") when required; and consulting ICO where a DPIA indicates there is a high risk that cannot be mitigated.

2.5 To the extent the CCPA applies to the Processing of Customer Personal Data, Tonic:

2.5.1 shall not: (a) "sell" or "share" Customer Personal Data, as "sell" and "share" are defined under CCPA; (b) retain, use, or disclose Customer Personal Data: (i) for any purpose other than those listed in Schedule 1, unless permitted by CCPA, (ii) for a commercial or any other purpose other than for the specific purpose of providing, managing, or supporting the Services, or as otherwise permitted by the CCPA, or (iii) outside of the direct business relationship between Tonic and Customer, unless expressly permitted by CCPA; (c) combine Customer Personal Data with Personal Data that Tonic receives from or on behalf of another person, including another Tonic customer, or collects from its own interactions with individuals, unless permitted by CCPA;

2.5.2 shall notify Customer no later than ten business days after its determination that it can no longer meet its obligations under CCPA;

2.5.3 hereby grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use by Tonic of Customer Personal Data; and

2.5.4 certifies that it understands and will comply with the restrictions in this Section 2.5.

2.6 Customer:

2.6.1 shall comply with all Data Protection Laws;

2.6.2 agrees that it has the lawful right and authority to provide Customer Personal Data to Tonic in connection with the performance of the Services Agreement and this Agreement; and

2.6.3 shall notify Tonic of any consumer requests made pursuant to CCPA that Tonic must comply with and shall provide any information necessary for Tonic to so comply.

2.7 To the extent Tonic processes de-identified data derived from Customer Personal Data, Tonic will (a) maintain such de-identified data in de-identified form and not attempt to reidentify it, except for testing and validation of the de-identification process (including quality assurance and adversarial testing under the applicable SOW) as permitted by Data Protection Laws, (b) not disclose such de-identified data except as expressly permitted under the Services Agreement, and (c) contractually obligate any Subprocessor that receives such de-identified data to comply with obligations no less onerous than those set forth in this Section 2.7.

3. Tonic Personnel

3.1 Tonic shall take reasonable steps to: (a) ensure the reliability of any of its personnel or Subprocessor who has access to Customer Personal Data; (b) ensure in each case that access is limited to those individuals who need to know and/or access the relevant Customer Personal Data; (c) require personnel or Subprocessors to comply with Data Protection Laws in the context of that individual's duties to Tonic; and (d) ensure that all such individuals are subject to confidentiality undertakings or obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Tonic shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, to the extent applicable, the measures referred to in Article 32(1) of the GDPR and Article 32 of the UK GDPR. The security measures with regard to the Processing of Customer Personal Data undertaken by Tonic at minimum include the measures identified in Schedule 2 and under the Services Agreement.

4.2 In assessing the appropriate level of security, Tonic shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Tonic may, and Customer provides its general written authorization for Tonic to, engage any Subprocessor as necessary to provide the Services under the Services Agreement or this Agreement.

5.2 Tonic engages the Subprocessors identified in Schedule 3. Tonic will provide a mechanism to subscribe to notifications of new Subprocessors. If Customer requires notice of any additions to the Subprocessors identified in Schedule 3, Customer will subscribe to such notification services. At least ten (10) days before enabling any new Subprocessor to access or participate in the processing of Customer Personal Data, Tonic will notify Customer via email of such proposed Subprocessor. To the extent legally permitted by Data Protection Laws, Customer may reasonably object in writing to Tonic's appointment of a new Subprocessor in accordance with this paragraph, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to achieve resolution, Customer, as its sole and exclusive remedy, may terminate the specific services supplied pursuant to the Services Agreement that rely upon and cannot be provided without the appointment of the new Subprocessor. If Customer does not object to the engagement of a third party in accordance herewith within ten (10) days after Customer receives notice from Tonic, that third party will be deemed an approved Subprocessor for the purposes of this Agreement. For the Services, Tonic will not permit any new Subprocessor to Process Services Raw Data or Services Output Data without Customer's prior written approval (email suffices), which Customer will not unreasonably withhold, condition or delay and which will be deemed given if Customer does not object within ten (10) days after written notice (email suffices).

5.3 To the extent Tonic engages a Subprocessor for carrying out specific processing activities on behalf of Customer, the same obligations in this Agreement shall be imposed on Subprocessor. Where that Subprocessor fails to fulfill its data protection obligations, Tonic shall remain fully liable to Customer for the performance of the Subprocessor's obligations.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Tonic shall implement appropriate technical and organizational measures, insofar as this is possible to assist Customer with its obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws, and will provide reasonable assistance to Customer in responding to such requests.

6.2 Tonic shall:

6.2.1 promptly notify Customer if it receives a request from a Data Subject or consumer under any Data Protection Law related to Customer Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which Tonic is subject, in which case Tonic shall to the extent permitted by applicable laws inform Customer of that legal requirement before Tonic responds to the request.

7. Personal Data Breach

7.1 Tonic shall notify Customer without undue delay, and in no event later than 48 hours, after Tonic becomes aware of an actual or reasonably suspected Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information, to the extent then available, to allow Customer to meet any obligations to report or inform Data Subjects or Supervisory Authorities of the Personal Data Breach under the Data Protection Laws, followed by material updates as further information becomes available.

7.2 Tonic shall cooperate with Customer and take reasonable commercial steps as reasonably requested by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach. Such cooperation is at Tonic's cost to the extent the Personal Data Breach was caused by Tonic or its Subprocessors, consistent with Section 3(c) of the Services Agreement.

8. Data Protection Impact Assessment and Prior Consultation.

8.1 Tonic shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities required by Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Tonic.

9. Deletion or return of Customer Personal Data

9.1 Unless otherwise expressly set forth in the Services Agreement or any applicable SOW, upon the completion, expiration, or termination of the Services provided pursuant to the Services Agreement, at Customer's choice and upon Customer's request, Tonic shall, within 20 business days, either delete or return to Customer all Customer Personal Data that Tonic has Processed, and shall delete any existing copies of Customer Personal Data unless storage of the same is required by any applicable law or expressly permitted under the Services Agreement. Tonic will provide Customer with a certificate of deletion, return, or permitted retention. Notwithstanding the foregoing digital backups made by Tonic in the ordinary course of business will be securely maintained, isolated, and unavailable for active use, and destroyed by Tonic in accordance with its standard operating procedures. All such retained Customer Personal Data shall remain subject to this Agreement during the retention period.

10. Audit rights

10.1 Tonic shall make available to Customer on reasonable request information necessary to demonstrate compliance with Article 28 of GDPR, Article 28 of UK GDPR, Article 9 of Swiss FDPA and any applicable US Data Protection Law. To the extent legally required and taking into account the nature of the Processing and the information available to Tonic, Tonic shall allow for and contribute to audits, including inspections, by Customer or Supervisory Authorities in relation to the Processing of Customer Personal Data at Customer's expense. Any such audit or inspection by Customer shall be conducted no more than once in any twelve-month period (except following a Personal Data Breach or where required by a Supervisory Authority), on at least thirty (30) days' written notice, during normal business hours, in a manner that does not unreasonably disrupt Tonic's operations, subject to Tonic's reasonable security and confidentiality requirements, and shall not extend to Tonic Technology, data of Tonic's other customers, or participation by the Designated Recipient.

11. Data Transfer

11.1 Customer authorizes Tonic to transfer and process any Customer Personal Data subject to GDPR, Swiss FDPA, or UK GDPR outside of the EEA, Switzerland and the United Kingdom in order to provide the Services pursuant to the Services Agreement, provided that Tonic has taken appropriate measures designed to ensure the transfer and resulting processing is in compliance with Data Protection Laws.

11.2 If, in the performance of the Services Agreement, Customer Personal Data subject to the GDPR, Swiss FDPA, or UK GDPR is transferred to any third party located in a country outside the EEA, Switzerland and/or the UK that the applicable authorities have not recognized as providing an adequate level of protection for Customer Personal Data, then the Standard Contractual Clauses shall apply, unless an alternative transfer mechanism (e.g., Binding Corporate Rules) permitted by Data Protection Laws exists, in which case, the alternative transfer mechanism shall be documented in writing. To the extent (and where required) pursuant to the Data Protection Laws, Customer is considered a data exporter and Tonic is considered a data importer.

11.3 In relation to transfers of Customer Personal Data protected by GDPR, the EU SCCs shall apply, completed as follows:

11.3.1 Module Two will apply;

11.3.2 In Clause 7, the optional docking clause will apply;

11.3.3 In Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be set out in Section 5.2 of this Agreement;

11.3.4 In Clause 11, the optional language will not apply;

11.3.5 In Clause 17, Option 2 will apply, and the EU SCCs will be governed by Irish law;

11.3.6 In Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;

11.3.7 Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this Agreement, as applicable; and

11.3.8 Subject to Section 4 of this Agreement, Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 of this Agreement.

11.3.9 Annex III of the EU SCCs shall be deemed completed with the information set out in Schedule 3 of this Agreement.

11.4 In relation to transfers of Customer Personal Data protected by the UK GDPR, the EU SCCs shall apply along with the International Data Transfer Addendum ("UK Addendum"), completed as follows:

11.4.1 In Table 1 of the UK Addendum, the parties' details and key contact information are located in Annex 1(A) of Schedule 1 of this Agreement;

11.4.2 In Table 2 of the UK Addendum, information about the version of the Approved EU SCCs, modules and selected clauses to which the UK Addendum is appended is located in Section 11.3 of this Agreement; and

11.4.3 In Table 3 of the UK Addendum: The list of Parties is located in Annex I(A) of Schedule 1. The description of the transfer is set forth in Annex 1(B) (Nature and Purpose of the Processing) of Schedule 1 (Description of the Processing/Transfer). Annex II is located in Schedule 2. The list of sub-processors is located in Schedule 3.

11.5 In relation to transfers of Customer Personal Data protected by the Swiss FDPA, the EU SCCs shall apply, and for the purposes of localizing the EU SCCs to Swiss law, the parties agree to the following:

11.5.1 The parties agree that the references to provisions of the GDPR in the SCCs are to be understood as references to the corresponding provisions of the Swiss Federal Data Protection Act in the version applicable at the moment of initiation of any dispute.

11.5.2 Clause 13 and Annex I(C): The competent authorities under Clause 13, and in Annex I(C), shall include the Federal Data Protection and Information Commissioner.

11.5.3 Clause 17 shall include Swiss law as the governing law in case the data transfer is exclusively subject to the Swiss FDPA.

11.5.4 The term "member state" in Clause 18 shall be extended to include Switzerland for the purpose of allowing Swiss data subjects to pursue their rights in their place of habitual residence.

11.6 For the avoidance of doubt, (a) the requirements set forth in this Section 11 shall apply only to the extent Tonic is processing Customer Personal Data which is subject to GDPR, Swiss FDPA, or UK GDPR, and (b) the parties do not contemplate that the Services will require Customer Personal Data which is subject to GDPR, Swiss FDPA, or UK GDPR to be Processed under the Services Agreement.

SCHEDULE 1 – DESCRIPTION OF THE PROCESSING/TRANSFER ANNEX

1(A): LIST OF PARTIES

Data exporter: Spirit Airlines, LLC (Customer)

Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Receipt of services provided by the data importer in accordance with the Agreement.

Role (controller/processor): Controller

Data importer:

Name: Tonic AI, Inc.
Address:
548 Market St., #49486
San Francisco, CA, 94104
Contact person's name, position and contact details:
Karl Hanson, Chief Operating Officer
privacy@tonic.ai

Activities relevant to the data transferred under these Clauses: The data importer provides the Services to the data exporter in accordance with the Agreement.

Role (controller/processor): Processor (Tonic)

ANNEX 1(B): DESCRIPTION OF PROCESSING/TRANSFER

Categories of data subjects whose personal data is transferred
For the Services: individuals whose Personal Data is contained in the Services Raw Data, consisting of the categories designated "Included" *on the Asset Schedule under Exhibit A to the Initial SOW, including current and former employees of Customer.*

For access to Tonic systems: Employees, contractors, interns, staff or other individual end-users assigned permission to access the Tonic application

Categories of personal data transferred

<u>All customers</u>

- Directory information (given and surname, employee id/reference, job title, location, timezone, photograph)
- Grouping or categories of employees as defined and sent to the application. These categories typically are department, functional unit, or team.
- Communication/Contact Details (email address, telephone number)
- Online identifiers (advertising id – mobile only, IP Address, cookie)
- Usage data (jobs initiated, workspace settings, application usage)

<u>Tonic Cloud (Hosted) customers</u>

- Any data sent by the Customer to be processed by the purchased Tonic application (Tonic Structural, Tonic Textual, Tonic Fabricate, or any other product offering by Tonic AI, Inc)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Customer Personal Data may include sensitive personal information, including health information, financial account identifiers, and other categories described in the applicable SOW. Safeguards: as described under the Services Agreement.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- For access to Tonic systems: if enabled, continuous during use of the application. For the Services: as Customer makes Customer Personal Data available to Tonic under the applicable SOW.

Nature of the processing

Provisioning, maintenance, support, and monitoring of the Service as described under the Services Agreement and applicable SOW.

Purpose(s) of the data transfer and further processing

The performance of the services by Tonic AI, Inc. as set forth in the Services Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The personal data will be retained for as long as necessary for the purpose of the processing and taking into account applicable laws, or as otherwise set forth in the Services Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

See Schedule 3. Subprocessors Process Customer Personal Data only for the duration described above.

ANNEX 1(C): COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

SCHEDULE 2 – TECHNICAL AND ORGANIZATIONAL MEASURES

Measures of pseudonymisation and encryption of personal data

Tonic maintains an "Encryption Policy" that defines acceptable cryptographic controls, key management, certificate management, and acceptable algorithms and key sizes. This policy is updated annually based on current industry guidance. This policy is approved by Tonic's Board of Directors and must be accepted annually by staff.

All sensitive data transferred to destinations outside of Tonic's environments must be encrypted with at least 256-bit keys.

Access to Tonic infrastructure requires use of VPN with access occurring over AES-256 encrypted tunnel. Authentication is performed at connection using Tonic's centralized identity provider.

Wi-Fi Protected Access (i.e. WPA2/WPA3) encryption is mandatory for all Tonic business wireless networks.

All corporate endpoint devices/laptops are encrypted using NIST standard encryption algorithms at the disk or volume level leveraging technologies incorporated in the operating system.

Application credentials and service accounts are encrypted and stored in centrally managed solutions. Amazon RDS Databases are encrypted at the database level using NIST AES standard of 128-bit encryption or higher.

The Tonic application uses industry-standard hashing algorithms for all end-user passwords and only ever stores the hashed output of that computation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Tonic possesses an SOC 2 Type II audit report, which is renewed annually by an AICPA accredited third party. This audit ensures that Tonic's internal controls align with the AICPA Trust Service Criteria and have processes in place designed to ensure confidentiality, integrity and availability of its systems for the benefit of customers.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Tonic maintains a "Disaster Recovery Plan" and a "Business Continuity Plan" that define procedures for the continued operation of vital systems and the business as a whole if there are unexpected operational or technical incidents. These plans are updated annually based on current risks and industry guidance. These plans are tested at minimum once annually.

Tonic uses Infrastructure as Code (IaC) codebooks for the construction of its networks to ensure they can be rebuilt quickly and uniformly in the event of a catastrophic incident resulting in the loss of a network.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Tonic possesses an SOC 2 Type II audit report, which is renewed annually by an AICPA accredited third party. This audit ensures that Tonic's internal controls align with the AICPA Trust Service Criteria and have processes in place designed to ensure confidentiality, integrity and availability of its systems for the benefit of customers.

Tonic performs annual external penetration tests on its application using a reputable third-party testing agency.

Tonic performs internal control and risk assessments using industry standard assessments.

Measures for user identification and authorisation

Tonic maintains a "Password Policy" and "System Access Control Policy" that define authentication and authorisation requirements for system access. These policies are updated annually based on current risks and industry guidance. These policies are approved by Tonic's Board of Directors and must be accepted annually by staff.

Centralized Identity Provider (Okta) auto provisions access for the team member with appropriate access for their role.

Tonic staff manually audit access to systems no less than annually or when there are staffing changes.

Measures for the protection of data during transmission

Tonic maintains an "Encryption Policy" that defines acceptable cryptographic controls, key management, certificate management, and acceptable algorithms and key sizes. This policy is updated annually based on current industry guidance. This policy is approved by Tonic's Board of Directors and must be accepted annually by staff.

All sensitive data transferred to destinations outside of Tonic's environments must be encrypted with at least 256-bit keys.

Access to Tonic infrastructure requires use of VPN with access occurring over AES-256 encrypted tunnel. Authentication is performed at connection using Tonic's centralized identity provider.

Wi-Fi Protected Access (i.e. WPA2/WPA3) encryption is mandatory for all Tonic business wireless networks. Ingress traffic to Tonic networks terminates using either TLS 1.2 or SSH. For TLS, Tonic uses ciphers and algorithms defined by AWS as ELBSecurityPolicy-TLS-1-2-2017-01.

Measures for the protection of data during storage

Tonic maintains an "Encryption Policy" that defines acceptable cryptographic controls, key management, certificate management, and acceptable algorithms and key sizes. This policy is updated annually based on current industry guidance. This policy is approved by Tonic's Board of Directors and must be accepted annually by staff.

All devices and services used to support Tonic networks (instances, databases, S3, etc) are configured with industry-standard AES-256 data encryption.

Measures for ensuring physical security of locations at which personal data are processed

Customer data is housed in AWS where their physical security controls are leveraged (www.aws.amazon.com/security & www.aws.amazon.com/compliance)

Measures for ensuring events logging

All critical devices, systems, datastores, and applications have event logging enabled. Logging events must contain what occurred, who or what caused the event, when the event occurred (i.e. timestamp), and the associated system applications or data affected by the events.

Where possible, the following system, datastore, and application types of events should be logged: All

- authentication events (success and fail)
- Account or role creation, modification, or deletion;
- Changes to system or application configuration
- All alerts raised by the access control system;
- Administrator or operator activities

Centrally collected event logs from systems, datastores, and applications. Access to centrally collected event logs is controlled by these teams and limited to "need to know" scenarios. Centrally collected event logs are retained for a period of no less than 12 months. Tonic uses AWS Control Tower to manage its AWS accounts and aggregate logs into audit and security environments to prevent tampering.

Measures for ensuring system configuration, including default configuration

Tonic uses Infrastructure as Code (IaC) codebooks for the construction of its networks to ensure they can be rebuilt quickly and uniformly in the event of a catastrophic incident resulting in the loss of a network.

Tonic has developed system baselines and standards for production and development workloads. These baselines and standards are updated on a regular basis based on industry guidance.

Tonic uses AWS and other commercial monitoring tools, and preventive and detective controls to ensure deployed devices align with Tonic's configuration standards.

Measures for internal IT and IT security governance and management

Personal data is protected with least privilege access and handled with appropriate operational procedures. Access shall be limited to the minimum necessary to perform the assigned duties (principle of least privilege). Tonic has developed system baselines and standards for workstations and mobile devices. These baselines and standards are updated on a regular basis based on industry guidance. These standards include (but are not limited to):

- Centralized management of devices (lock, erase, push policy, push configuration);
- Full disk encryption
- Access to device must be authenticated
- Anti-malware system is installed and operational;
- Password meets password policy
- Secure defaults are configured; Auto-lock after timeout
- Operating system is automatically updated with security patches

Tonic enforces its workstation and mobile device standards on its fleet of devices using Mobile Device Management tools (Kandji for macOS and iOS devices, Intune for Windows and Linux devices).
Wi-Fi Protected Access (i.e. WPA2/WPA3) encryption is mandatory for all Tonic business wireless networks.

Measures for certification/assurance of processes and products
Tonic possesses an SOC 2 Type II audit report, which is renewed annually by an AICPA accredited third party. This audit ensures that Tonic's internal controls align with the AICPA Trust Service Criteria and have processes in place designed to ensure confidentiality, integrity and availability of its systems for the benefit of customers.

Measures for ensuring data minimisation
Tonic possesses an SOC 2 Type II audit report, which is renewed annually by an AICPA accredited third party. This audit ensures that Tonic's internal controls align with the AICPA Trust Service Criteria and have processes in place designed to ensure confidentiality, integrity and availability of its systems for the benefit of customers.
Personal data is protected with least privilege access and handled with appropriate operational procedures. Access shall be limited to the minimum necessary to perform the assigned duties (principle of least privilege).
For the Services, authorized Tonic personnel access Customer Personal Data only as necessary to perform the Services, within the dedicated processing environment described in the Services Agreement and the applicable SOW, and subject to the confidentiality, least-privilege and access-logging requirements described in this Schedule, the MSA and the SOW.

Measures for ensuring data quality
Disaster Recovery Testing is conducted annually.
Tonic's SDLC includes multiple phases of testing. This testing includes (but is not limited to):

- Peer review of code changes by at least one other team member
- Automated unit testing; Manual feature testing
- Static code analysis and vulnerability scanning;
- Automated integration and end-to-end testing;
- Container vulnerability scanning

Tonic possesses an SOC 2 Type II audit report, which is renewed annually by an AICPA accredited third party. This audit ensures that Tonic's internal controls align with the AICPA Trust Service Criteria and have processes in place designed to ensure confidentiality, integrity and availability of its systems for the benefit of customers.

Measures for ensuring limited data retention
Tonic maintains a "Data Retention Policy" that defines the length of time data in production systems may be processed and stored. This policy is updated annually based on current industry guidance. This policy is approved by Tonic's Board of Directors and must be accepted annually by staff.
Where possible, Tonic has implemented automated mechanisms on its production systems to automatically delete data when it reaches the end of its retention period.

Measures for ensuring accountability
All critical devices, systems, datastores, and applications have event logging enabled. Logging events must contain

what occurred, who or what caused the event, when the event occurred (i.e. timestamp), and the associated system applications or data affected by the events.
Where possible, the following system, datastore, and application types of events should be logged: All authentication events (success and fail)

Account or role creation, modification, or deletion Changes to system or application configuration; All alerts raised by the access control system; Administrator or operator activities

Centrally collected event logs from systems, datastores, and applications. Access to centrally collected event logs is controlled by these teams and limited to "need to know" scenarios. Centrally collected event logs are retained for a period of no less than 12 months. Tonic uses AWS Control Tower to manage its AWS accounts and aggregate logs into audit and security environments to prevent tampering.
Tonic has alarms on logging systems that ensure unexpected behavior is brought to the attention of staff.

Measures for allowing data portability and ensuring erasure
Erasure Requests: Tonic has implemented procedures for account deletion requests. End-users wishing to have their Personal Information deleted should contact privacy@tonic.ai.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter
Tonic performs initial and annual due diligence on its Subprocessors to assess whether they provide a level of security and data protection assurance appropriate to their role and no less protective than Section 6 of the Services Agreement requires.

The above measures are in addition to, not in lieu of, the measures described in the Services Agreement and applicable SOW. To the extent the above measures conflict with the Services Agreement and/or the applicable SOW, the measures which are most protective of Customer shall apply.

Notwithstanding the preceding paragraph: (a) for the Services, access and security logs for the dedicated processing environment record the identity of authorized Tonic personnel and systems, the action taken and its time, and are retained as part of the Engagement Record under Section 6 of the Services Agreement; such logs do not record the content of Services Raw Data or Services Output Data or information identifying any data subject, and where any measure in this Schedule is inconsistent with Section 2(e) of the Services Agreement, Section 2(e) governs; (b) the measures in this Schedule describe Tonic's information security program generally, and Tonic may replace any specific tool, vendor, algorithm or technical measure named in this Schedule with an equivalent measure that does not materially diminish the protection of Customer Personal Data; and (c) the measures applicable to the Services are those relevant to the dedicated processing environment described in the applicable SOW.

SCHEDULE 3 – LIST OF SUB-PROCESSORS

For the Services, Tonic will use only (a) the cloud infrastructure provider hosting the dedicated processing environment identified in the applicable SOW, (b) the Subprocessors listed under "Data De-identification Services" below, in each case subject to Section 5 of this Agreement, and (c) Anthropic, PBC, OpenAI OpCo, LLC and the model providers accessed through OpenRouter, Inc., on the terms required by Section 6 of the Services Agreement. No other Subprocessor listed in this Schedule will Process Services Raw Data or Services Output Data, and the statements elsewhere in this Schedule that de-identification services may use the Subprocessors listed for Tonic Cloud (Hosted) Customers (other than under clause (c)), or that optional Subprocessors are authorized without the ability to opt out, do not apply to the Services. Consistent with Section 6 of the Services Agreement, neither the Designated Recipient nor any of its affiliates (including Google LLC and Google Cloud) will act as a Subprocessor in any capacity for Customer Personal Data. To the extent anything in this Schedule is inconsistent with this paragraph, this paragraph governs for the Services.

All Customers

Organization	Address	Purpose	Data Processed
Salesforce	Salesforce Tower 415 Mission St., 3rd Floor San Francisco, CA 94105 800-NO-SOFTWARE	Account management	Name, email, job title, picture of staff who interact with Tonic to manage purchase, renewal, billing and cancellation of licenses
Google	1600 Amphitheatre Parkway Mountain View, CA 94043 650-253-0000	Customer support (if used)	Name, email, job title, picture (when interacting with Tonic staff)
Zapier, Inc	548 Market St., #62411 San Francisco, CA 94104	Ephemeral data coordination	Name, email, job title
Hubspot, Inc.	25 First Street, 2nd Floor Cambridge, MA 02141	Product announcements	Name, email

Application Delivery

Organization	Address	Purpose	Data Processed
Atlassian (Jira Software, Halp, and JSM products)	350 Bush Street 13th Floor San Francisco, CA 94104 (415) 701-1110	Development	For this purpose, Atlassian does not collect any Personal Information.

AWS	410 Terry Avenue North Seattle, WA 98109	Development	For this purpose, AWS does not collect any Personal Information.
GitHub	88 Colin P Kelly Jr St. San Francisco, CA 94107 (877) 448-	Application development, testing and deployment	For this purpose, GitHub does not collect or process any Personal

	4820		Information.
Quay.io (Red Hat, Inc.)	100 E. Davie Street Raleigh, NC 27601 (888) 733-4281	Container repository	IP addresses and technical identifiers of devices that retrieve application images

Tonic Cloud (Hosted) Customers

Tonic offers both hosted and on-prem deployments of its software. On-prem customers can deploy their software in an environment using technical and organisational measures of their choosing and optionally choose to share data with Tonic for the purposes of providing support.

Organization	Address	Purpose	Data Processed
AWS	410 Terry Avenue North Seattle, WA 98109	Application hosting	All data processed by the Tonic application as selected by the Customer. This will include any data that is chosen for processing. Personal Information about staff accessing this system, including email, name, access location (country and state), IP address, hashed passwords, language preference, device type
Microsoft Corporation	One Microsoft Way Redmond, Washington 98052-6399 (800) 285-7772	Application hosting	All data processed by the Tonic application as selected by the Customer. This will include any data that is chosen for processing. Personal Information about staff accessing this system, including email, name, access location (country and state), IP address, hashed passwords, language preference, device type

Google Cloud GCP	1600 Amphitheatre Parkway Mountain View California 94043 (650) 253-0000	Application hosting	All data processed by the Tonic application as selected by the Customer. This will include any data that is chosen for processing. Personal Information about staff accessing this system, including email, name, access location (country and state), IP address, hashed passwords, language preference, device type
Stripe	354 Oyster Point Blvd. South San Francisco CA	Credit card processing	Name, email, access location (country and state), IP address, language preference, device type
Anthropic, PBC	548 Market St., PMB 90375 San Francisco, CA 94104	Data Processing	Data processed by the Tonic application to facilitate user interaction with a subset of AI features. This includes the user's primary input as well as required contextual data sent to the Anthropic model to generate the requested output Tonic AI and Anthropic, PBC have executed an agreement that mandates Zero Data Retention (ZDR) for this data. All submitted data is utilized for temporary, session-based processing only and is not stored, retained, or used by Anthropic for any purpose—including model training, analysis, or service improvement—after the request is fulfilled.
OpenAI OpCo, LLC	1455 3rd Street, San Francisco, CA 94158	Data Processing	Data processed by the Tonic application to facilitate user interaction with a subset of AI features. This may include the user's primary input as well as required contextual data sent to the OpenAI model to generate the requested output.

Hosted customers do not have the ability to opt-out of optional sub-processors and all optional sub-processors in categories below are explicitly authorized.

Data De-identification Services

Tonic offers end-to-end de-identification services that use the subprocessors listed below, which are not used by Tonic's other products. These services may also use the subprocessors listed in the Tonic Cloud (Hosted) Customers section.

Organization	Address	Purpose	Data Processed
Databricks, Inc.	160 Spear Street, 15th Floor, San Francisco, CA 94105	Data Processing	Customer-supplied data, including structured and unstructured files of various types, ingested, stored, and processed by Tonic for transformation and de-identification workloads.
OpenRouter, Inc.	169 Madison Avenue, New York, NY 10016	Data Processing	Data processed by Tonic to provide AI-assisted de-identification and related features. This may include Customer-supplied data and required contextual data sent through OpenRouter to the selected model provider to generate the requested output. For the avoidance of doubt, Tonic will use OpenRouter only with model providers that do not retain Customer Personal Data or use it to train, improve, or develop any model, system, or service.

Analytics, Performance Management, Issue Debugging

These sub-processors are optional for on-prem deployments. They are deemed authorized if Customer chooses to use them.

Organization	Address	Purpose	Data Processed
Amplitude	201 3rd Street Suite 200 San Francisco, CA 94103 (650) 988-5131	User experience and product research	Email, name, access location (country and state), IP address, language preference, device type

AWS	410 Terry Avenue North Seattle, WA 98109	Log aggregation	Log data that may include technical identifiers (IP addresses, machine identifiers, etc.) and basic Personal Information (name, email) of the user who initiated a job.
Dynatrace	1601 Trapelo Road Suite 116 Waltham, MA 02451	Application performance management, debugging	Ephemeral data related to the performance of the Tonic application. This data may include incidental Personal Data included in stack traces.

Snowflake Inc.	106 East Babcock Street Suite 3A Bozeman, Montana 59715	Analytics	Log data that may include technical identifiers (IP addresses, machine identifiers, etc.) and basic Personal Information (name, email, title)
Sigma Computing, Inc.	116 New Montgomery St. #700 San Francisco, CA 94105	Analytics	Log data that may include technical identifiers (IP addresses, machine identifiers, etc.) and basic Personal Information (name, email, title)

Customer Support and Account Management

These sub-processors are optional for on-prem deployments. They are deemed authorized if Customer chooses to use them.

Organization	Address	Purpose	Data Processed
Atlassian (Jira Software, Halp, and JSM products)	350 Bush Street Floor 13 San Francisco, CA 94104 (415) 701-1110	Customer support management, software project management	Name, email, job title, picture
GitHub	88 Colin P Kelly Jr St. San Francisco, CA 94107 (877) 448-4820	Application development, testing and deployment	May process incidental Personally Identifying pieces of Personal Information related to bugs reported and supporting documentation.
Google (when using email as a customer support option)	1600 Amphitheatre Parkway Mountain View CA 94043 (650) 253-0000	Customer support (if used)	Name, email, job title, picture
Intercom, Inc.	55 2nd Street, 4th Floor San Francisco, CA 94105 415-673-3820	Customer support chat-in app	Name, email, job title, picture
Microsoft (when using Microsoft Teams for chat support and/or video trainings)	One Microsoft Way Redmond, WA 98052-6399	Customer support (if used)	Name, email, job title, picture
Salesforce	Salesforce Tower 415 Mission St., 3rd Floor San Francisco, CA 94105 800-NO-SOFTWARE	Account management	Name, email, phone number, job title of staff who interact with Tonic to manage purchase, renewal, billing and cancellation of licenses.

Slack (when using Slack Connect for chat support)	500 Howard Street San Francisco, CA 415-579-9122	Customer support (if used)	Name, email, job title, picture (when using Slack as a customer support option)
Zoom, Inc. (when using Zoom for customer support or training)	55 Almaden Blvd. San Jose CA 95113	Customer support (if used)	Name, email, job title, picture, voice

Subject to Section 5.2 of this Agreement, Tonic will provide a mechanism for Customer to subscribe to notifications of new subcontractors. If Customer subscribes to such notification services, Tonic shall notify Customer if it adds any new subcontractor at least ten (10) days prior to allowing such subcontractor to gain access to or to process any Personal Data of Customer. To the extent legally permitted by Data Protection Laws, Customer may reasonably object in writing (which may be via email) to Tonic's appointment of a new subcontractor in accordance with this paragraph, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to achieve resolution, Customer, as its sole and exclusive remedy, may terminate the specific services supplied pursuant to this DPA that rely upon and cannot be provided without the appointment of the new subcontractor.

Exhibit D

Tonic-Google DRA

Execution Copy

DESIGNATED RECIPIENT AGREEMENT

This Designated Recipient Agreement (this "**Agreement**") is entered into as of [__], 2026 (the "**Effective Date**") by and between Tonic AI, Inc., a Delaware corporation with offices at 548 Market Street, PMB 49486, San Francisco, California 94104 ("**Tonic**"), and Google LLC, a Delaware limited liability company with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 (the "**Designated Recipient**"). Tonic and the Designated Recipient are each a "**Party**" and together the "**Parties**."

RECITALS

A. Spirit Aviation Holdings, Inc. and its affiliated debtors (the "**Debtors**") are debtors in jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the Southern District of New York, Case No. 25-11897 (SHL) (the "**Bankruptcy Court**").

B. The Debtors have agreed to sell certain de-identified enterprise data assets to the Designated Recipient, as Successful Bidder, pursuant to the Bill of Sale filed as Exhibit A to the Notice of Auction Results (as amended and approved by the Bankruptcy Court, the "**Sale Agreement**," and the transaction contemplated thereby, the "**Transaction**"). The Sale Agreement provides that the data assets will be de-identified by a Deidentification Agent before transfer to the Designated Recipient, that the Designated Recipient bears the cost of the Deidentification Agent with respect to the Data Treatment Process (as defined in the Sale Agreement), and that the Deidentification Agent will certify the completion of the Data Treatment Process.

C. The Debtors have engaged, or will engage, Tonic to serve as Deidentification Agent under a Master De-Identification Services Agreement (the "**MSA**") and Statement of Work (the "**SOW**" and as executed with the MSA, together with their exhibits, the "**Engagement Agreements**"). Section 4 of the MSA provides that Tonic and the Designated Recipient will enter into a separate agreement governing payment of the fees for services related to the Data Treatment Process (the "**Data Treatment Process Services**").

D. The Parties enter into this Agreement to provide for the payment of Tonic's fees for the Data Treatment Process Services, consistent with Section 1(a)(iii) of the Sale Agreement, the Engagement Agreements and the order of the Bankruptcy Court approving the Transaction (the "**Sale Order**"). The Designated Recipient confirms that Tonic is reasonably acceptable to it as Deidentification Agent for purposes of Section 1(a)(ii) of the Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out below, the Parties agree as follows.

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Engagement Agreements and the Sale Agreement. Notwithstanding anything to the contrary in the SOW and the Sale Agreement, "**Losses**" has the meaning given to it in the MSA. "**Certification**" means the written certification required by Section 3(c) of the Sale

Agreement and Section 7 of the SOW, as delivered by Tonic to Customer. "**Remediation Period**" means the "remediation window" defined in Section 8 of the SOW. "**Business Day**" means a day other than a Saturday, Sunday, or United States federal holiday.

1.2 Relationship to Engagement Agreements. This Agreement governs the payment of Fees by the Designated Recipient and related matters expressly stated herein. The Engagement Agreements govern the relationship between Tonic and Customer. Nothing in this Agreement modifies the Engagement Agreements, makes the Designated Recipient a party to them, or confers on the Designated Recipient any rights under the Engagement Agreements beyond the rights provided for under the Engagement Agreements. In the event of any conflict between this Agreement and the Engagement Agreements with respect to Tonic's obligations to Customer, the Engagement Agreements control. In the event of any conflict between this Agreement and the Engagement Agreements with respect to the Designated Recipient's obligations to Tonic, this Agreement controls.

1.3 Tonic Representations and Warranties. Tonic represents and warrants that: (a) Tonic will comply with all applicable import and export laws and trade sanction regulations; and (b) Tonic will comply with all applicable campaign finance and gift laws and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt direct or indirect offers of anything of value to anyone (including government officials) to obtain or keep business or to secure any other improper commercial advantage. Tonic will not: (i) make any facilitation payments to induce government officials to perform otherwise required functions; or (ii) directly or indirectly, pay, offer, or agree to give any campaign contributions or gifts to government officials in connection with the Data Treatment Process Services. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

ARTICLE 2 - FEES AND PAYMENT

2.1 Payment Obligation. The Designated Recipient will pay Tonic the Fees for the Data Treatment Process Services described in the SOW, consisting of a fixed fee of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "**Fixed Fee**"), together with any additional Fees approved under Section 2.3, in accordance with this Article 2. The Designated Recipient's obligation to pay is absolute and unconditional and is not subject to set-off, counterclaim, or deduction, except as expressly provided in Section 2.6.

2.2 Milestone Schedule. The Fixed Fee is payable as follows: (a) forty percent (40%) ($1,400,000) before Phase 1 of the SOW begins, provided that such payment is not payable until entry of the Sale Order, in a form reasonably satisfactory to the Designated Recipient, and such Sale Order is not stayed; (b) thirty percent (30%) ($1,050,000) upon Customer's written or deemed approval at the end of Phase 2 of the SOW; (c) twenty percent (20%) ($700,000) upon Release of the Services Output Data to the Designated Recipient under Phase 5 of the SOW; and (d) ten percent (10%) ($350,000) upon the later of (x) the expiration of the Remediation Period or (y) Customer's final acceptance (or deemed acceptance) of the Deliverables following the

correction of non-conformities under Section 8 of the SOW. Tonic will not commence Phase 1 until entry of the Sale Order (provided that the Sale Order is not stayed). Milestone payments are non-refundable except as provided in Section 9 of the MSA, and are earned when the corresponding Milestone occurs.

2.3 Additional Fees and Change Orders. Fees for work outside the Fixed Fee under Sections 9 and 11 of the SOW (including designations or criteria added after Phase 2 approval or remediation outside the Remediation Period, and other items provided under the SOW or this Agreement as requiring a change order) are payable by the Designated Recipient in accordance with Exhibit A only upon a written change order approved by Customer as to scope and by the Designated Recipient as to Fees. The Designated Recipient will respond to a proposed change order within ten (10) Business Days of receiving such proposed change order and will not unreasonably withhold approval of Fees for a change order requested or directed by Customer or the Designated Recipient or required by an order of the Bankruptcy Court. Fees expressly priced in Exhibit A are approved by the Designated Recipient as to amount; provided that the Parties shall negotiate any such Fees in connection with a change order for work outside the Fixed Fee in good faith and Tonic shall not, pending the Designated Recipient's approval of such Fees, suspend performance of Data Treatment Process Services that are not reasonably related to or impacted by such change order during the Parties' negotiation of any such Fees.

2.4 Invoicing and Payment Terms. Tonic will invoice the Designated Recipient at ma-notice@google.com upon each Milestone or approved change order, or on a monthly basis with respect to amounts payable under Section 2.7. Amounts payable upon the occurrence of each Milestone under Section 2.2 are due within thirty (30) days after the applicable invoice date. All other undisputed invoiced amounts are due within sixty (60) days after the invoice date. Payments by the Designated Recipient in respect of Tonic invoices shall be made by wire transfer in U.S. dollars to the account Tonic designates; provided that the Designated Recipient shall have received a valid and duly executed IRS Form W-9 from Tonic along with any other documentation that may be reasonably requested by the Designated Recipient. If the Designated Recipient disputes any invoiced amounts, the Designated Recipient will notify Tonic of such dispute in writing within thirty (30) days after the invoice date, identifying the disputed amount and the basis for the dispute; the undisputed portion is payable when due. Disputed amounts will not be due until the dispute is finally resolved, and will then be payable according to this Section.

2.5 Suspension for Non-Payment. If any undisputed amount is not paid when due, Tonic may, on ten (10) days' written notice to the Designated Recipient and Customer, suspend performance of the Data Treatment Process Services without liability until payment is received. The schedule under the SOW will extend by the period of suspension, and any resulting delay is not attributable to Tonic.

2.6 Fees on Termination or Replacement. If the Engagement Agreements or the SOW are terminated for any reason, including under Section 5(c) of the MSA, the Designated Recipient will pay, within sixty (60) days after termination, all Fees earned for Data Treatment Process Services performed through the effective date of termination in accordance with the Milestone schedule (with any partially completed Milestone prorated by reference to the phases and tasks completed

as documented in Tonic's written status reports under the SOW). If the Designated Recipient is replaced as purchaser under the Transaction, its payment obligations under this Section survive as to all amounts earned or accrued through the date of replacement. Tonic shall not deliver to, or use for the benefit of, such replacement purchaser any Deliverables or other work product generated through Data Treatment Process Services paid for by the Designated Recipient under this Agreement, or process any Services Raw Data for or on behalf of such replacement purchaser, unless such replacement purchaser agrees to reimburse, and actually reimburses, the Designated Recipient for all amounts paid by the Designated Recipient to Tonic under this Agreement. The Designated Recipient's election not to receive the Services Output Data does not relieve it of Fees earned.

2.7 Testimony and Litigation Support. Tonic personnel time for declarations, testimony, depositions, subpoena responses and discovery relating to the Data Treatment Process Services (including services described in Section 1(f) of the MSA, other than Tonic's declaration and testimony in support of entry of the Sale Order) will be compensated by the Designated Recipient at the applicable rates in Exhibit A; *provided that* the Designated Recipient shall not compensate Tonic under this Section 2.7 for any such time accrued by Tonic personnel before (i) entry of the Sale Order (provided that the Sale Order is not stayed) or (ii) after the earlier of (x) the termination of this Agreement, or (y) the expiration of the Remediation Period (the period of time between the events described in the foregoing clauses (i) and (ii), the "**Litigation Support Period**"). Solely during the Litigation Support Period, the Designated Recipient will reimburse Tonic's reasonable, documented out-of-pocket costs, including outside counsel fees, incurred during the Litigation Support Period in responding to third-party subpoenas, discovery requests or similar process, and in participating in any Search Term Dispute or any proceeding concerning a Material Degradation under the Sale Order, in each case relating to the Data Treatment Process Services and excluding any dispute between Tonic and the Designated Recipient and any matter arising from Tonic's breach of the Engagement Agreements or this Agreement. Aggregate payments by the Designated Recipient under this Section 2.7 shall not exceed $250,000.

ARTICLE 3 - LIMITATION OF LIABILITY

3.1 Exclusion of Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR THE DESIGNATED RECIPIENT'S OBLIGATION TO PAY FEES AND FOR A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

3.2 Cap on Liability. EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DATA TREATMENT PROCESS SERVICES, THE CERTIFICATION, OR THE SERVICES OUTPUT DATA, UNDER ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE TOTAL FEES PAYABLE AND ACTUALLY PAID BY THE DESIGNATED RECIPIENT UNDER THIS AGREEMENT THAT ARE THE SUBJECT OF THE CLAIM. THIS LIMITATION DOES NOT APPLY TO THE DESIGNATED RECIPIENT'S OBLIGATION TO PAY FEES, TO LIABILITY FINALLY DETERMINED TO HAVE

RESULTED FROM A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR TO LIABILITY THAT CANNOT LEGALLY BE LIMITED.

3.3 No Other Rights. The Designated Recipient's rights, if any, in respect of the Data Treatment Process Services, the Certification and the Services Output Data are those stated in Section 9 of the MSA and in the SOW and Sale Order; this Agreement confers no others other than the rights provided herein.

3.4 Reliance on the Certification. The Designated Recipient may rely on the Certification for purposes of Section 3(c) of the Sale Agreement (including for whether to receive the Services Output Data and consummate the Transaction). The Certification is a statement of procedures performed, results measured and Tonic's professional opinion as of its date, as described in Section 9 of the MSA and the Sale Order, and is not a guarantee.

ARTICLE 4 - COURT APPROVAL; SALE ORDER

4.1 Conditions. The Parties acknowledge that (x) Tonic's commencement of the Data Treatment Process Services is conditioned on (a) entry of a Sale Order, in form reasonably satisfactory to Tonic and the Designated Recipient and not stayed, that names Tonic and retains the Bankruptcy Court's jurisdiction over matters relating to the Data Treatment Process Services; (b) execution of the data processing agreement contemplated by Section 6 of the MSA; and (c) execution of this Agreement and receipt of the payment under Section 2.2(a); and (y) Release is conditioned on (a) the issuance of the Certification pursuant to Section 1(e) of the MSA and (b) payment pursuant to Section 2.2 of this Agreement.

ARTICLE 5 - TERM AND TERMINATION

5.1 Term. This Agreement is effective on the Effective Date and continues until the later of (a) payment in full of all Fees, and (b) expiration of the Remediation Period, unless earlier terminated under 5.2.

5.2 Termination. Tonic may terminate this Agreement on written notice if the Designated Recipient fails to cure a payment default within thirty (30) days after notice of suspension under Section 2.5. If the Transaction between the Customer and the Designated Recipient fails to close, this Agreement terminates immediately, with payment of Fees on termination to be made in accordance with Section 2.6.

5.3 Survival. Sections 2.4, 2.6 and 2.7 and Articles 1, 3 and 6 survive termination or expiration of this Agreement.

ARTICLE 6 - GENERAL

6.1 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and confers no rights on any other person.

6.2 Governing Law; Forum. This Agreement is governed by the laws of the State of California, without regard to conflict-of-laws principles. For so long as the Bankruptcy Cases remain open, the Bankruptcy Court has exclusive jurisdiction over any dispute concerning the Sale Order, the Certification, Release, or the conditions to closing under the Sale Agreement, and each Party submits to that jurisdiction; all other disputes under this Agreement, and all disputes after the Bankruptcy Cases are closed, will be brought exclusively in the state and federal courts located in San Francisco County, California. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. Before commencing any proceeding other than for injunctive relief or collection of undisputed Fees, the Parties will attempt in good faith for fifteen (15) days after written notice to resolve the dispute informally.

6.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that (a) Tonic may assign to a successor all or substantially all of its business or assets relating to this Agreement on written notice to the Designated Recipient, and (b) the Designated Recipient may assign to an affiliate on written notice to Tonic.

6.4 Notices. Notices must be in writing and are effective on receipt, if delivered by hand or courier, or on confirmed transmission, if sent by email, to: Tonic AI, Inc., 548 Market Street, PMB 49486, San Francisco, CA 94104, Attn: Legal Department, notices@tonic.ai, with a copy (not constituting notice) to Goodwin Procter LLP, Attn: Stacy Dasaro (SDasaro@goodwinlaw.com); and to the Designated Recipient at Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, Attn: M&A Legal (ma-notice@google.com), with a copy (not constituting notice) to Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: Sean O'Neal.

6.5 Publicity. Neither Party will issue any press release or public statement concerning the other Party's role in the Transaction without the other's prior written consent, except that either Party may accurately describe Tonic's role as Deidentification Agent as reflected in the public docket.

6.6 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or fiduciary relationship, or authorizes either Party to bind the other.

6.7 Entire Agreement; Amendment; Waiver. This Agreement, with its Exhibit, is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. It may be amended only by a writing signed by both Parties. No waiver is effective unless in writing, and no failure or delay in exercising a right operates as a waiver.

6.8 Severability; Counterparts. If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the remainder of this Agreement will continue in effect. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and all of which together are one instrument.

IN WITNESS WHEREOF, the Parties have executed this Designated Recipient Agreement as of the Effective Date.

TONIC AI, INC.	**GOOGLE LLC**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

FEE SCHEDULE

1. Phase 1 adjustment: If the corpus deviates materially from the Assumptions in Section 11 of the SOW or the volumes stated in Exhibit A to the SOW, the Fixed Fee is adjusted by written change order before Phase 2 begins.

2. Post-delivery remediation outside the remediation window and not attributable to a threshold failure reported within 90 days: Tonic's then-current rates, starting at $5,000 per day.

3. Other change orders: Tonic's then-current rates as quoted in the applicable change order.

4. Phase 2 representative sample iterations: At the conclusion of Phase 1, Tonic will provide Customer and Designated Recipient with a good faith estimate of the number of representative sample iterations Tonic expects to perform during Phase 2 to meet the De-Identification Standard and Excluded Information Standard. Representative sample iterations requested by Customer or Designated Recipient in excess of such estimate are subject to written change orders. Notwithstanding the foregoing, searches, search results, technical advice or other information performed or provided by Tonic in connection with the negotiation of Third-Party Search Terms, Union Search Terms or determination of a Material Degradation, in each case as provided in the Sale Order, will not constitute a representative sample iteration under this Agreement or the SOW.

5. Tonic Testimony and litigation support under Section 2.7: $500 per hour for senior technical personnel; $400 per hour for other personnel.