End User License Agreement

Table of Contents

Section 1. Scope and Applicability

This End User License Agreement ("EULA") between You and Sybersafe, LLC covers Your use of the Software and Cloud Services ("Sybersafe, LLC Technology"). This document also incorporates any Product Specific Terms that may apply to the Sybersafe, LLC Technology You acquire. Definitions of capitalized terms are in Section 13 (Definitions).

You agree to be bound by the terms of this EULA through (a) Your download, installation, or use of the Sybersafe, LLC Technology; or (b) Your express agreement to this EULA.

If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Sybersafe, LLC Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Sybersafe, LLC as part of a transaction with an Approved Source.

Section 2. Using Sybersafe, LLC Technology

2.1. License and Right to Use. Sybersafe, LLC grants You a non-exclusive, non-transferable (a) license to use the Software; and (b) right to use the Cloud Services, both as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the "Usage Rights").

2.2. Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for (a) ensuring that such Authorized Third Parties comply with this EULA and (b) any breach of this EULA by such Authorized Third Parties.

2.3. Beta and Trial Use. If Sybersafe, LLC grants You Usage Rights in the applicable Sybersafe, LLC Technology on a trial, evaluation, beta, or other free-of-charge basis ("Evaluation Software and Services"), You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Sybersafe, LLC in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You. If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice. Sybersafe, LLC, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Sybersafe, LLC Technology. The Evaluation Software and Services may not have been subject to Sybersafe, LLC's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by Sybersafe, LLC, You will not put Evaluation Software and Services into production use. Sybersafe, LLC provides Evaluation Software and Services "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Sybersafe, LLC will not have any liability relating to Your use of the Evaluation Software and Services.

2.4. Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have (a) acquired such rights under a support agreement covering the applicable Software; or (b) You have purchased the right to use Upgrades or additional copies separately.

2.5. Interoperability of Software. If required by law and upon Your request, Sybersafe, LLC will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Sybersafe, LLC. You will treat such information as Confidential Information.

2.6. Subscription Renewal. Usage Rights in Sybersafe, LLC Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Sybersafe, LLC Partner placed with Sybersafe, LLC ("Renewal Term") unless: (a) You notify Your Approved Source in writing at least 30 days before the end of Your then-current Usage Term of Your intention not to renew; or (b) You or Your Sybersafe, LLC Partner elect not to auto-renew at the time of the initial order placed with Sybersafe, LLC. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Sybersafe, LLC Partner promptly notify Sybersafe, LLC in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

Section 3. Additional Conditions of Use

3.1. Sybersafe, LLC Technology Generally. Unless expressly agreed by Sybersafe, LLC, You may not (a) transfer, sell, sublicense, monetize or make the functionality of any Sybersafe, LLC Technology available to any third party; (b) use the Software on second hand or refurbished Sybersafe, LLC equipment not authorized by Sybersafe, LLC, or use Software that is licensed for a specific device on a different device; (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Sybersafe, LLC Technology; or (e) use Sybersafe, LLC Content other than as part of Your permitted use of the Sybersafe, LLC Technology.

3.2. Cloud Services. You will not intentionally (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security; (b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively impacts the Cloud Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.

3.3. Evolving Sybersafe, LLC Technology. Sybersafe, LLC may: (a) enhance or refine a Cloud Service, although in doing so, Sybersafe, LLC will not materially reduce the core functionality of that Cloud Service, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Sybersafe, LLC will provide You with advance notice of such maintenance. You acknowledge that, from time to time, Sybersafe, LLC may need to perform emergency maintenance without providing You advance notice, during which time Sybersafe, LLC may temporarily suspend Your access to, and use of, the Cloud Service.

Sybersafe, LLC may end the life of Sybersafe, LLC Technology, including component functionality ("EOL"), by providing written notice on www.sybersafe.com. If You or Your Approved Source prepaid a fee for Your use of the Sybersafe, LLC Technology that becomes EOL before the expiration of Your then-current Usage Term, Sybersafe, LLC will use commercially reasonable efforts to transition You to a substantially similar Sybersafe, LLC Technology. If Sybersafe, LLC does not have substantially similar Sybersafe, LLC Technology, then Sybersafe, LLC will credit You or Your Approved Source any unused portion of the prepaid fee for the Sybersafe, LLC Technology that has been declared EOL ("EOL Credit"). The EOL Credit will be calculated from the last date the applicable Sybersafe, LLC Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Sybersafe, LLC products.

3.4. Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords, and other login credentials,

and promptly notify Sybersafe, LLC of any known or suspected unauthorized use of or access to Your account.

3.5. Use with Third Party Products. If You use the Sybersafe, LLC Technology together with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Sybersafe, LLC does not provide support or guarantee ongoing integration support for products that are not a native part of the Sybersafe, LLC Technology.

3.6. Open-Source Software. Open-source software not owned by Sybersafe; LLC is subject to separate license terms as set out at www.Sybersafe.com. The applicable open-source software licenses will not materially or adversely affect Your ability to exercise Usage Rights in applicable Sybersafe, LLC Technology.

Section 4. Fees

To the extent permitted by law, orders for the Sybersafe, LLC Technology are non-cancellable. Fees for Your use of Sybersafe, LLC Technology are set out in Your purchase terms with Your Approved Source. If You use Sybersafe, LLC Technology beyond Your Entitlement ("Overage"), the Approved Source may invoice You, and You agree to pay, for such Overage.

Section 5. Confidential Information and Use of Data

5.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know ("Permitted Recipients"). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2. How We Use Data. Sybersafe, LLC will access, process, and use data in connection with Your use of the Sybersafe, LLC Technology in accordance with applicable privacy and data protection laws. For further detail, please contact us by email at info@sybersafe.com.

5.3. Notice and Consent. To the extent Your use of the Sybersafe, LLC Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding

the collection, processing, transfer and storage of their data through Your use of the Sybersafe, LLC Technology.

Section 6. Ownership

Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Sybersafe, LLC retains ownership of the Sybersafe, LLC Technology and Sybersafe, LLC Content. Sybersafe, LLC may use any feedback You provide in connection with Your use of the Sybersafe, LLC Technology as part of its business operations.

Section 7. Indemnification

7.1. Additional Remedies. If an IP Claim is made and prevents Your exercise of the Usage Rights, Sybersafe, LLC will either procure for You the right to continue using the Sybersafe, LLC Technology or replace or modify the Sybersafe, LLC Technology with functionality that is at least equivalent. Only if Sybersafe, LLC determines that these alternatives are not reasonably available, Sybersafe, LLC may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Sybersafe, LLC Technology for the remainder of the unexpired Usage Term.

7.2. Exclusions. Sybersafe, LLC has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) Your modification of any Sybersafe, LLC Technology or modification by a third party; (c) the amount or duration of use made of the Sybersafe, LLC Technology, revenue You earned, or services You offered; (d) combination, operation, or use of Sybersafe, LLC Technology with non-Sybersafe, LLC products, software or business processes; (e) Your failure to modify or replace Sybersafe, LLC Technology as required by Sybersafe, LLC; or (f) any Sybersafe, LLC Technology provided on a no charge, beta or evaluation basis.

7.3. This Section 7 states Sybersafe, LLC's entire obligation and Your exclusive remedy regarding any IP Claims against You.

Section 8. Warranties and Representations

8.1. Performance. Sybersafe, LLC warrants that: (a) for a period of 90 days from the Delivery Date or longer as stated in Documentation, or on www.sybersafe.com, the Software substantially complies with the Documentation; and (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

8.2. Malicious Code. Sybersafe, LLC will use commercially reasonable efforts to deliver the Sybersafe, LLC Technology free of Malicious Code.

8.3. Qualifications. Sections 8.1 and 8.2 do not apply if the Sybersafe, LLC Technology or the equipment on which it is authorized for use: (a) has been altered, except by Sybersafe, LLC or its authorized representative; (b) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Sybersafe, LLC's instructions; (c) is acquired on a no charge, beta or evaluation basis; (d) is not a Sybersafe, LLC-branded product or service; or (e) has not been provided by an Approved Source. Upon Your prompt written notification to the Approved Source during the warranty period of Sybersafe, LLC's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by applicable law) is, at Sybersafe, LLC's option, either (i) repair or replacement of the applicable Sybersafe, LLC Technology or (ii) a refund of the (a) license fees paid or due for the non-conforming Software, or (b) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid under a service level agreement/objective, if applicable.

Where Sybersafe, LLC provides a refund of license fees paid for Software, You must return or destroy all copies of the applicable Software. Except as expressly stated in this Section, to the extent allowed by applicable law, Sybersafe, LLC expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition, or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Sybersafe, LLC Technology will be secure, uninterrupted or error free. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, where prohibited, they will not apply.

Section 9. Liability

Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings. The maximum aggregate liability of each party under this EULA is limited to (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Sybersafe, LLC for that Software; or (b) for all other claims, the fees received by Sybersafe, LLC for the applicable Sybersafe, LLC Technology and attributable to the 12-month period immediately preceding the first event giving rise to such liability.

These limitations of liability do not apply to liability arising from (a) Your failure to pay all amounts due; or (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Sybersafe, LLC Technology Generally), 3.2 (Cloud Services) or 12.8 (Export). This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Section 10. Termination and Suspension

10.1. Suspension. Sybersafe, LLC may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (Sybersafe, LLC Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).

10.2. Termination. If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Sybersafe, LLC may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Sybersafe, LLC Technology Generally), 3.2 (Cloud Services) or 12.8 (Export). Upon termination of the EULA, You must stop using the Sybersafe, LLC Technology and destroy any copies of Software and Confidential Information within Your control. If this EULA is terminated due to Sybersafe, LLC's material breach, Sybersafe, LLC will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination. Upon Sybersafe, LLC's termination of this EULA for Your material breach, You will pay Sybersafe, LLC or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Sybersafe, LLC Technology after termination, Sybersafe, LLC or the Approved Source may invoice You, and You agree to pay, for such continued use.

Section 11. Verification

During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Sybersafe, LLC Technology sufficient to verify compliance with this EULA ("Verification Records"). Upon reasonable advance notice, and no more than once per 12-month period, You will, within 30 days from Sybersafe, LLC's notice, allow Sybersafe, LLC and its auditors access to the Verification Records and any applicable books, systems (including Sybersafe, LLC product(s) or other equipment), and accounts during Your normal business hours. If the verification process discloses underpayment of fees: (a) You will pay such fees; and (b) You will also pay the reasonable cost of the audit if the fees owed to Sybersafe, LLC.

Section 12. General Provisions

12.1. Survival. Sections 4, 5, 6, 8, 9, 10, 11 and 12 survive termination or expiration of this EULA.

12.2. Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

12.3. Assignment and Subcontracting. Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. Sybersafe, LLC may (a) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Sybersafe, LLC, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with the Sybersafe, LLC Technology to third parties, provided that such subcontract does not relieve Sybersafe, LLC of any of its obligations under this EULA.

12.4. U.S. Government End Users. The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

12.5. Sybersafe, LLC Partner Transactions. If You purchase Sybersafe, LLC Technology from a Sybersafe, LLC Partner, the terms of this EULA apply to Your use of that Sybersafe, LLC Technology and prevail over any inconsistent provisions in Your agreement with the Sybersafe, LLC Partner.

12.6. Modifications to the EULA. Sybersafe, LLC may change this EULA or any of its components by updating this EULA on www.sybersafe.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

12.7. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Sybersafe, LLC may restrict the availability of the Sybersafe, LLC Technology in any location or modify or discontinue features to comply with applicable laws and regulations.

If You use the Sybersafe, LLC Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

12.8. Export. Sybersafe, LLC's Software, Cloud Services, products, technology, and services (collectively the "Sybersafe, LLC Products") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export, or re-export any Sybersafe, LLC Products in a way that would cause Sybersafe, LLC to violate those laws. You also agree to obtain any required licenses or authorizations.

12.9. Governing Law and Venue. This EULA, and any disputes arising from it, will be governed exclusively by the applicable governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of Sybersafe, LLC's intellectual property or proprietary rights.

If You are a United States public sector agency or government institution located in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising from it. For U.S. Federal Government customers, this EULA will be controlled and construed under the laws of the United States of America.

12.10. Notice. Any notice delivered by Sybersafe, LLC to You under this EULA will be delivered via email, regular mail, or postings on www.sybersafe.com. Notices to Sybersafe, LLC should be sent to Sybersafe, LLC Attention Legal Dept, 2450 S Gilbert Road, Suite 207 Gilbert, AZ 85286 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.

12.11. Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

12.12. No Waiver. Failure by either party to enforce any right under this EULA will not waive that right.

12.13. Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

12.14. Entire agreement. This EULA is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

12.15. Order of Precedence. If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is: (a) such Product Specific Terms; (b) this EULA (excluding the Product Specific Terms and any Sybersafe, LLC policies); then (c) any applicable Sybersafe, LLC policy expressly referenced in this EULA.