

Standard Purchase Order Terms and Conditions

1. Acceptance-Agreement. These Standard Purchase Order Terms and Conditions (these "Ts&Cs") are referenced in and, by that reference, made a part of a purchase order (the "PO") from Recorded Future, Inc. ("RF"). These Ts&Cs together with the PO (collectively, the "Agreement") constitute the entire agreement and all of the terms and conditions between RF and the vendor identified on the face of the PO ("Vendor") with respect to the services described in the PO ("Services"), and/or the hardware, products, goods, materials or other deliverables described in the PO (collectively, "Goods"). Vendor shall provide the Goods and perform the Services in accordance with the terms and conditions of this Agreement. Vendor's acknowledgement or acceptance of the PO, shipment of Goods or commencement of Services, whichever occurs first, constitutes acceptance of this Agreement. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. Any proposal for additional or different terms in Vendor's acceptance (including in any Vendor quotation, acknowledgment, invoice or other document) is hereby rejected. To the extent the PO might be treated as an acceptance of Vendor's prior offer, such acceptance is expressly made on condition of assent by Vendor to the terms hereof, and shipment of any Goods or beginning performance of any Services by Vendor shall constitute such assent.

2. Conflicts; Other Agreements. In the event of any conflict between the terms of these Ts&Cs and the terms of any PO, the terms of these Ts&Cs shall control. No terms other than this Agreement will apply to Vendor's provision of Goods or Services, except if the parties have executed a separate written agreement governing the Goods or Services (such agreement, if any, the "Existing Agreement"), in which case the Existing Agreement will govern. All shrink-wrap, click-wrap, browse-wrap and similar terms accompanying any software or presented to the user, and any terms of use, terms of service or similar terms relating to Services, are expressly rejected by RF and are null and void. The terms of this Agreement shall prevail over all other such terms.

specification, quantity, shipping or packing instructions, or to the time or place of delivery or performance. If any such change increases or decreases the cost of performing the PO or the time required for performance, an equitable adjustment in prices or delivery schedules shall be made; provided, however, that any claim by Vendor for such adjustment must be presented in writing to RF within five (5) days from the date the change is ordered by RF. After receipt of Vendor's claim for an adjustment, RF may cancel all or any part of the PO without liability to Vendor.

4. Software. For any software that is provided to RF by Vendor on a license or software-as-a-service basis for which a subscription term is specified for such software in the "Description" section of the PO, such software shall be considered a Service under this Agreement and Vendor hereby grants to RF a worldwide, irrevocable, fully-paid, royalty-free, non-exclusive license during such subscription term to use such software (including to copy, modify, distribute, display, or otherwise exploit such software and related documentation as reasonably necessary for RF and its affiliates to enjoy the benefits thereof). Any other software covered by the PO shall be owned by RF and covered by Section 17 below, and such software shall be considered a Good under this Agreement.

5. Shipment. Vendor shall be responsible for the shipment of Goods to RF's site as specified in the PO, and shall prepay all shipping, insurance and handling charges. Goods shall be suitably packed to prevent damage during shipping and to secure lowest transportation costs and to conform with the requirements of common carriers and any applicable specifications. PO number and Vendor's name must appear on all invoices, packages, packing slips and correspondence pertaining to this Agreement. All bills of lading and shipping memoranda must be mailed to destination of Goods immediately upon shipment.

6. Delivery; Title and Risk of Loss. Time is of the essence in performance under this Agreement. Deliveries of Goods shall be made and Services shall be performed at the times, in the quantities and at the locations specified in the PO. RF, without limiting its other rights or remedies, may: (a) refuse to accept delivery of any partial or excess deliveries; and (b) if Goods are not delivered or Services are not performed by the time or in the quantity promised, terminate this Agreement without liability upon notice to Vendor as to Goods not yet shipped or Services not yet performed, and may purchase substitute Goods or Services

schedule. RF may order expedited shipping at Vendor's expense if necessary to meet schedule or recover time lost by failure to meet schedule. Unless specified otherwise in the PO, title to Goods and risk of loss or damage to Goods shall pass to RF upon delivery of the items in accordance with this paragraph; provided, however, that if installation Services are specified in the PO, title and risk of loss shall not pass to RF until such installation Services have been performed by Vendor and accepted by RF.

7. Inspection. Receipt and/or payment for any Goods or Services delivered or performed hereunder shall not constitute acceptance thereof. RF may inspect such Goods or Services and reject any or all of said Goods or Services which are in RF's judgment defective or nonconforming. Goods rejected may be returned to Vendor at Vendor's expense. Acceptance of any Goods or Services shall not alter or affect the warranties or other obligations of Vendor hereunder.

8. Term. Unless otherwise provided in the PO, the term of this Agreement, unless earlier terminated as permitted herein, will continue until delivery of all Goods or performance of all Services is complete (the "Term"). RF shall have the right to extend or renew the Term at the same annual price for up to three (3) additional one (1) year terms by written notice to Vendor.

9. Termination for Convenience. RF may terminate all or any part of this Agreement at any time for any reason or no reason; provided that, to the extent Vendor is performing Services hereunder, such termination will be upon at least ten (10) days' prior written notice. Upon any such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to stop such work. Vendor shall not be paid any termination charge; provided that, with respect to Services and custom-made Goods, Vendor shall be paid a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination.

10. Termination for Cause. RF may also terminate all or any part of this Agreement for cause in the event of any breach or default hereof by Vendor. Upon any such termination, Vendor shall immediately stop all work hereunder and cause any of its suppliers or subcontractors to stop such work. Vendor shall be liable to RF for any

11. Confidentiality. As used herein, "Information" means (a) any non-public information (i) provided to Vendor by RF or (ii) learned by Vendor from RF, (b) the terms and conditions of this Agreement, and (c) anything owned by RF under Section 17 below. Vendor agrees to (x) maintain the confidentiality of Information, (y) use Information solely during the Term as reasonably necessary to perform its obligations hereunder, and (z) not disclose any Information except (i) to its employees and agents who have a need to know for the use permitted in clause (y) above and are legally bound to comply with the obligations above in this paragraph and (ii) as required by law. All acts and omissions of such employees and agents will be deemed to be those of Vendor, and Vendor shall be responsible therefor. Vendor shall take all steps reasonably necessary to protect the confidentiality of Information, including taking such precautions as Vendor takes to protect its own confidential and proprietary information. Upon any expiration or termination of this Agreement, Vendor shall destroy or return to RF all Information. Vendor shall not, without first obtaining RF's written consent, in any manner advertise, publish, disclose or issue any press releases or make any public statements about this Agreement or concerning the subject matter hereof, including the fact that Vendor has furnished or contracted to furnish RF the Goods or Services. Unless otherwise agreed in writing, no specifications, data or other information furnished by Vendor or its agents to RF in connection with this Agreement shall be deemed proprietary or confidential to Vendor and Vendor shall have no rights against RF with respect thereto except such rights as may exist under applicable patent law.

12. Mutual Representations and Warranties. Each party represents and warrants to the other party that its execution, delivery and performance of this Agreement (a) have been duly and validly authorized by all necessary organizational action on its part, and (b) do not and will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under, any agreement or other obligation to which such party is subject.

13. Goods and Services. Vendor represents and warrants to RF that: (a) all Goods and Services (i) will conform to all specifications and appropriate standards, will be new, and will be safe for normal use and free from defects in design, material and

conform to and be free from all liens and encumbrances; (b) if Vendor knows or should know the particular purpose for which RF intends to use any Goods or Services, such Goods or Services will be fit for such particular purpose; (c) all Goods and Services, and their manufacture and shipment to RF or their performance (as applicable), shall conform to and be in compliance with all applicable laws, regulations and industry standards; (d) the Goods and Services, and the sale, offering for sale and use of the Goods and Services, do not and will not infringe any patent, copyright, trade mark or other intellectual property or proprietary or other right of any third party; (e) the Services will be performed in a professional, ethical and workmanlike manner in accordance with industry standards and in compliance with all applicable laws and regulations; and (f) any software or other technology provided or made available in connection with the Goods and Services will not contain or incorporate (i) any security workaround or flaw, virus or any other contaminant, or disabling devices including any back door, "time bomb", drop dead device, encrypted imbedded key, node lock, time out or other function, codes, commands or instructions that operates to access, alter, delete, damage or disable any software, information or other property, or (ii) any open source or public domain software, data, content or other information or other third party software, data, content or other information unless expressly agreed by RF in writing. Vendor agrees to promptly replace or correct defects of any Goods or Services not conforming to the above representations and warranties, without expense to RF, when so notified by RF, provided RF elects to provide Vendor with the opportunity to do so. If Vendor fails to correct defects in or replace nonconforming Goods or Services promptly, RF may make such corrections or replace such Goods or Services and charge Vendor for the cost incurred by RF in doing so and any damages (including incidental and consequential damages) suffered by RF as a result. Vendor agrees to immediately notify RF of any circumstance which does or may result in any Goods or Services being in violation of the above representations and warranties. Inspection (or failure or refusal to inspect), testing, acceptance or use of the Goods or Services shall not affect Vendor's obligations under this paragraph.

14. Price; Taxes. Unless otherwise specified, the prices in the PO are firm, fixed prices. Vendor represents and warrants to RF that the prices for the Goods and Services shown on the PO: (a) are not less favorable than those currently

shall be subject to reduction or express written consent. Vendor agrees the price for Goods or Services during the Term, Vendor agrees to reduce the price hereof correspondingly. Without limiting clause (b) above, Vendor agrees that, unless otherwise specified in the PO, the prices in the PO include all applicable federal, state and local taxes in effect at the date of the PO. Vendor agrees to accept and use tax exemption certificates when supplied by RF. In case it shall ever be determined that any tax included in those prices was not required to be paid by Vendor, Vendor agrees to notify RF and to promptly refund such tax amounts.

15. Invoicing. Unless otherwise provided in the PO, all amounts to be paid by RF under this Agreement are due and payable within sixty (60) days of the date an undisputed, properly issued invoice for each such amount is received by RF. Unless otherwise provided in the PO, Vendor shall send an invoice to RF only after Vendor has completely performed all of its obligations hereunder. If this Agreement involves goods, services, repairs or materials which reflect a cost plus or unit pricing method of purchasing, all charges based on time, materials or third party rentals, shall be subject to examination by RF, and Vendor, upon request by RF, shall permit RF to examine its books and records respecting all such charges.

16. Relationship of the Parties. The parties acknowledge and agree that Vendor is providing the Goods and/or Services as an independent contractor of RF and neither Vendor nor any of its personnel shall be considered an employee, agent, partner or joint venturer of RF. The parties acknowledge for the purposes hereof that, other than as specifically set forth herein (including the PO), RF shall not control the manner in which Vendor provides the Goods or Services. The parties further acknowledge that Vendor and not RF shall be responsible for all taxes arising in connection with payments made hereunder and any and all amounts required under law to be withheld.

17. Intellectual Property. Any and all inventions, ideas, works (including software), data, information or other technology developed or produced by Vendor or its personnel in the course of performing the Services or delivering or providing the Goods under this Agreement (including any deliverables), and all intellectual property and proprietary rights in or related to the foregoing (collectively, "Work Product"), shall be the sole property of RF and shall constitute "work made for hire" owned by RF under U.S. copyright laws to the extent permitted thereby.

...from the above notwithstanding the above, Vendor retains ownership of its Background Rights incorporated into Work Product. "Background Rights" means any technology or intellectual property or proprietary rights owned by Vendor prior to the start of the Term or independently of this Agreement. Vendor hereby grants and agrees to grant to RF a worldwide, non-exclusive, perpetual, irrevocable, fully-paid, royalty-free right and license, with the right to sublicense through multiple tiers, to its Background Rights that are incorporated into or useful in connection with the full exploitation or other enjoyment of Work Product (including any deliverables) or the Goods or Services. Vendor further agrees to promptly disclose any Work Product to RF and to execute any documents and take any other actions (and cause its personnel to take any other actions) reasonably required by RF to accomplish the assignment contemplated above in this preceding paragraph.

18. Insurance. Vendors warrants and covenants that it has and shall maintain insurance, including general liability, product liability, workers' compensation and unemployment insurance, in commercially reasonable amounts for its operations, consistent with industry standards and to cover any obligations arising hereunder and shall provide RF with proof of same upon request.

19. Indemnification. Vendor, at its sole expense, shall indemnify and hold harmless RF, its affiliates and their respective shareholders, directors, officers, employees, agents, customers and vendors ("Indemnified Parties") from and against any and all claims, liabilities, damages, expenses (including attorneys' fees and other costs), and any other losses sustained by any Indemnified Parties that arise out of or result from: (a) any act or omission of Vendor or any of its personnel or subcontractors; (b) any injuries to persons or damages to property caused, or alleged to be caused, by any Goods or Services; (c) Vendor's breach of this Agreement; or (d) any violation of law by Vendor or any of its personnel. Vendor agrees that RF shall have the right to control the defense and settlement of any claim covered by the above indemnification, and Vendor will cooperate with the reasonable requests of RF related thereto. Vendor's indemnification obligations set forth in this paragraph shall not in any way limit, reduce or alter any of Vendor's other obligations to RF, whether at law or under this Agreement, and shall not preclude RF from obtaining any other relief or damages from Vendor, whether at law or in equity.

~~shall not constitute an admission of liability by Vendor or any company controlled by Vendor.~~

21. Limitation on RF's Liability-Statute of Limitations. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RF BE LIABLE TO VENDOR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY GOODS OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

22. Entire Agreement; Amendments. This Agreement, including the PO and any specifications referred to therein by RF, constitutes the entire agreement between the parties with respect to the subject matter hereof, and, except for the Existing Agreement (if any), supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. No terms of any invoice, confirmation or other material of Vendor shall have any effect on the parties or this Agreement. This Agreement may be amended or modified only by an express written agreement signed by duly authorized representatives of both parties.

23. Remedies. Vendor acknowledges that any breach by Vendor, including its personnel, of the covenants set forth herein would result in irreparable harm to RF for which monetary damages alone would be an insufficient remedy. Thus, although nothing in this paragraph will prohibit RF from pursuing any remedies available to it against any party under applicable law (which shall be cumulative with those remedies set forth herein), Vendor specifically agrees that, in the event of any threatened or actual breach of this Agreement by Vendor and/or its personnel, RF shall be entitled to an injunction and other equitable relief from a court of competent jurisdiction without any requirement for bond.

24. Miscellaneous. Any obligations that have accrued, in addition to Sections 2, 4, 11, 13-17, 19-24 (and any other provisions herein that should reasonably survive), shall survive any expiration or termination of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles) and Vendor agrees that any action, dispute, controversy or claim arising out of or in connection with this Agreement shall be commenced exclusively in the state or federal courts in the Commonwealth of Massachusetts; however, RF, or its assigns, in its sole discretion, may enforce this

Notwithstanding any failure by a party to require strict compliance with any term of this Agreement will not constitute a waiver of such term. No waiver will be enforceable unless embodied in a writing signed by a person authorized to sign on behalf of the party charged. This Agreement is severable. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to amend this Agreement to reflect their original intent as nearly as reasonably practicable. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. Neither this Agreement, nor any right or obligation hereunder, may be assigned, otherwise transferred or delegated by Vendor without the prior written consent of RF. RF may assign, otherwise transfer or delegate this Agreement, or any right or obligation hereunder, from time to time in its sole discretion. Any notices permitted hereunder shall be in writing and may be delivered by personal delivery, overnight courier or U.S. Mail to the addresses set forth on the first page hereof. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific cases, the use of "include," "includes," or "including" herein shall not be limiting and "or" shall not be exclusive.

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