

Contents

Voodoo Technology Ltd (T/A Bright Cyber) Terms and Conditions	2
Recorded Future Terms of Use	22

Voodoo Technology Ltd (T/A Bright Cyber) Terms and Conditions

Date: 09/01/2025

Current version available here: [Terms-conditions.pdf](#)

1 - Definitions and Interpretation

1.1 - In these Terms, the following expressions shall have the meanings set out here:

Data Protection Laws	The Data Protection Act 1998 and, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), and any amendment, re-enactment and replacement enforceable in the UK from time to time.
Data Subject	As defined in the Data Protection Laws.
Due Date	30 calendar days after the date of the relevant invoice.
EEA	The European Economic Area.
EULA	The end user license agreement applicable to the relevant Product, as stipulated by the Manufacturer of that Product.
Fees	The sums payable by the Customer to Bright-Cyber Ltd pursuant to a Contract.
Good Industry Practice	The degree of skill and care which it is reasonable to expect of a typical provider of services like the Services being provided under the relevant Contract.

Hardware	Any information technology and/or computer and communications hardware to be supplied to the Customer by Bright Cyber pursuant to a Contract.
Intellectual Property Rights	Rights of any nature whatsoever, whether registered or unregistered, including any patent, right in a design, copyright, trade mark, utility model, design right, service mark, database right and other intellectual property right whether or not capable of registration as may exist anywhere in the world, now or in the future.
Manufacturer	The manufacturer, developer, distributor or licensor of the relevant Product, as applicable.
Particular Losses	Without limitation, pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any indirect, consequential, special or punitive loss.
Party	Either of Bright Cyber or the Customer, Together the Parties.
Personal Data	The 'personal data' (as defined in the Data Protection Laws) over which the Customer is the Data Controller.
Processing	As defined in the Data Protection Laws (and Process & Processed shall be interpreted accordingly).
Product	Any Hardware, Software or other goods supplied by Bright Cyber to the Customer pursuant to a Contract.
Quote	The written statement provided by Bright-Cyber to the Customer prior to concluding a Contract, setting

	out the Specification, scope,
	Fees and any other relevant details in respect of, and summarising any specific terms for, any Products and/or Services to be provided.
Services	The services to be supplied by Bright Cyber.to the Customer pursuant to a Contract, being (a) services provided on a case-by-case basis (including consultancy, advice, design, installation, implementation, configuration etc.) and (b) Annuity Services.
Software	The prepackaged software or electronic licence supplied to the Customer by Bright Cyber pursuant to a Contract.
Specification	The summary of the technical abilities, functionality and limitations of the Product and/or Service (for a Service, this document may be in the form of a ‘service description’ or ‘scope of works’).
Working Day	Monday to Friday excluding public holidays in England and Wales (and, if the supply of Products and/or Services is to a country other than England and Wales, also excluding the public holidays in the country to which the supply is made).
Working Hours	The hours of 09:00 to 17:00 during a Working Day.

1.2 - Clause, schedule and paragraph headings shall not affect the interpretation of these Terms. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision. Any phrase introduced by the words “including”, “includes”, “in particular” or “for example”, or

any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2 - Ordering Products and Services

2.1 - No Contract which has been accepted by Bright Cyber may be cancelled by the Customer unless written agreement is obtained from an authorised representative of Bright Cyber; however, the Customer shall remain liable for and shall indemnify Bright Cyber in full for any costs, damages, losses, charges and expenses incurred by Bright Cyber as a result of any cancellation of a Contract.

2.2 - Bright Cyber may make any changes to the Specifications of Products or Services to conform to any applicable health and safety or legal requirement, or which do not materially negatively affect their quality or performance.

2.3 - Bright Cyber's policy is to supply Products and Services only to business customers (i.e. those who are not private consumers). In accepting these Terms, the Customer warrants that it is not purchasing the Products or Services as a private consumer.

2.4 - All descriptions, Specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) or otherwise provided by Bright Cyber or included in any sales literature, Quote, price list, acknowledgement of order, invoice or other document are to be deemed approximate only (except where stated in writing to be exact) and shall not form part of the Contract other than as approximations. Any typographical, clerical or other error or omission in any sales literature, Quote, Fees, price list, acknowledgement of order, invoice or other document (whether hard or electronic copy) or any other information issued by Bright Cyber shall be subject to correction by Bright Cyber without liability.

2.5 - Quotes cease to have effect on the acceptance by Bright Cyber of a Contract, unless that Quote forms the Customer Schedule at that time (which shall not be the case where an alternate Customer Schedule is provided). Quotes will automatically expire 30 (thirty) business days from which they are issued, unless expressly stated to the contrary on that Quote. See clause 6.8 in respect of Quotes relating to Products or Services which are billed on a use/consumption basis.

2.6 - In the event of any discrepancy or conflict between the EULA, Customer Schedule (including any matter-specific documents and general Specifications), other parts of a Contract, these Terms or a Quote, the conflict shall be resolved with the

earlier-listed document taking precedence over those documents listed later. Where procured via G-Cloud, the CCS Call-Off Contract and Framework Agreement take precedence over any EULA or third-party terms

3 - Delivery of Products

3.1 - Bright Cyber shall use its reasonable efforts to deliver the Products to the premises stated in the Contract (and/or, in the case of electronic delivery of Products, to the email address or other electronic location as agreed) and/or to supply the Services by any delivery date estimated by Bright- Cyber Ltd. For the avoidance of doubt, the Customer acknowledges that such delivery date is not guaranteed or of the essence, and Bright Cyber shall in no circumstances be liable to the Customer for any losses, damages or charges (including Particular Losses) incurred by the Customer due to the late delivery of Products and/or Services.

3.2 - The Customer agrees that it will inspect the Products immediately upon delivery or collection and in all cases shall:

3.2.1 - not sign to accept the Products if the types/quantities of Products are incorrect or the Products and/or their packaging are damaged in any way; and/or

3.2.2 - inform Bright Cyber in writing within 48 hours of delivery of any damage, shortages, defects or non-delivery of the Products which was not apparent at the time of delivery/collection, and, where the Customer fails to do so, they shall be deemed to have accepted the Products.

3.3 - If the Customer fails to take delivery of or, where agreed, collect the Products or fails to give Bright Cyber adequate delivery instructions at the time stated for delivery (save for circumstances beyond the Customer's reasonable control or by reason of Bright Cyber.'s fault) then without prejudice to any other rights or remedies available to it Bright Cyber may at its sole discretion:

3.3.1 - store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or

3.3.2 - sell the Products at the best price readily available and charge the Customer any shortfall below the Fees under the Contract.

4 - Risk and Title

4.1 - Risk of damage to, or loss of, Products shall pass to the Customer at the earlier of:

4.1.1 -the time at which Products are delivered to the Customer or the Customer collects the Products; or

4.1.2 - the time when Bright Cyber has attempted to deliver the Products to the Customer and have been unable to complete delivery due to the actions or omissions of the Customer.

4.2 - Notwithstanding when risk in the Products passes to the Customer, title in the Products shall not pass to the Customer until the earlier of: (i) Bright Cyber has received cleared and full payment of the Fees for the Products and all other Products and Services (if applicable) supplied to the Customer for which payment is then due; (ii) on the Customer's resale of those Products, in which case title passes to the Customer immediately prior to such resale; or (iii) in the event that the Customer fails to meet the terms of payment for those Products, immediately prior to Bright Cyber bringing legal action for payment of the Fees.

4.3 - Until such time as title in the Products pass to the Customer:

4.3.1 - the Customer shall keep the Products separate from other goods and properly stored, protected, insured & identified as Bright Cyber's property; and

4.3.2 - after the Due Date, Bright Cyber shall be entitled to require the Customer to deliver up the Products to Bright Cyber and if the Customer fails to do so immediately the Customer shall allow (or procure permission for) Bright Cyber or its agents or representatives to enter upon the Customer's premises (or any other premises where the Products are stored) and repossess the goods.

5 - Services

5.1 - Where Bright Cyber agrees to provide Services, any estimate or indication by Bright Cyber as to the number of man days or man hours required by Bright Cyber to undertake a specific task shall be construed as being an estimate only. Bright Cyber shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Particular Losses) suffered or incurred by the Customer where such estimate or indication is incorrect.

5.2 - Unless stated otherwise, the Fees agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which Bright Cyber shall charge the Customer at its or its subcontractors' (as applicable) then current rates, available on request.

5.3 - Bright Cyber will normally carry out the Services during Working Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times. This does not apply to Annuity Services, which will generally be available at any time, subject to any applicable service levels and anticipated downtime (for maintenance etc).

5.4 - At the Customer's request, Bright Cyber may agree to provide Services outside Working Hours. However, this shall be subject to any reasonable additional Fees that may be made by Bright Cyber for complying with such request. Such Fees shall be agreed in writing prior to commencement of any work outside of Working Hours.

5.5 - Bright Cyber expects that the Customer has adequate inspection, testing and approval processes and, on completion of any Services provided by Bright Cyber, the sign off by the Customer of such services shall be considered the Customer's absolute acceptance of the satisfactory completion of such Services. In the event that the Customer has not confirmed their acceptance of the Services, nor raised any concerns about them, within 7 days of Bright Cyber notifying the Customer that the Services are complete, the Customer agrees it is reasonable for Bright Cyber to infer their acceptance and, where relevant, invoice for those Services.

5.6 - Should the Customer become dissatisfied with the performance of any personnel assigned by Bright Cyber to perform the Services, the Customer shall notify Bright Cyber in writing with details of the unsatisfactory performance and, provided that Bright Cyber is satisfied that the Customer's dissatisfaction is reasonable, Bright Cyber shall re-assign personnel as soon as reasonably practicable.

5.7 - No liability shall accrue to Bright Cyber as a result of any defects in the delivery of the Services unless:

5.7.1 - a reasonably detailed inspection and testing procedure has been undertaken by the Customer to ascertain that the Services had been undertaken correctly and in full, and

5.7.2 - such inspection would not have been expected to identify the defect-causing loss (due to the latent and uncheckable nature of such defect).

5.8 - Where Bright Cyber agrees to provide support and/or maintenance Services in respect of Products supplied to the Customer, unless otherwise set out in the relevant Customer Schedule this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer's licensed users of such Products during Working Hours for the agreed period (limited to first line support only). If Bright Cyber is unable to resolve the query during a telephone call, the Customer may be required to contact the Manufacturer of the Product directly.

5.9 - The Customer may from time to time wish to vary the scope of a Service. Bright Cyber will use reasonable commercial efforts to accommodate that variation. Any changes in the Fees and/or timescales as a result of that variation shall be negotiated between the Customer and Bright Cyber, and where such negotiation has not concluded at the time the Customer confirms the variation is required, the Customer accepts any increase in work required pursuant to the variation shall be provided on a time and materials basis at Bright Cyber's or its subcontractors' (as applicable) then current rates for the same, available on request.

5.10 - Although Services are undertaken with reasonable skill and care, Bright Cyber cannot guarantee the accuracy of any advice, design or report.

6 - Fees and Payment

6.1 - The Fees payable by the Customer for the supply of Product(s) or Services shall be that which is set out and agreed between the Customer and Bright Cyber each time Bright Cyber accepts a Contract placed by the Customer and as specified in the Customer Schedule or Quote as appropriate (unless varied by the Contract and Bright Cyber's acceptance). All Fees quoted are deemed exclusive of value added tax, unless expressly stated to the contrary.

6.2 - Any increase in Fees for the Annuity Services shall be applied no more often than once per year at or around each anniversary of the commencement of those Services and shall not exceed the increase in the UK Retail Price Index or Consumer Price Index (whichever is lower) calculated over the preceding 12 months unless Bright Cyber can demonstrate that its costs in providing such Service have unavoidably increased by a sum exceeding that figure. Bright Cyber shall notify the Customer in writing (a) at least 90 days in advance of any increase in the Fees for the Services, or (b) if Bright Cyber is notified of such increase less than 90 days in advance of it becoming effective, at soon as is reasonably practicable thereafter.

6.3 - Unless otherwise agreed between the Parties, invoices will be raised and dated by Bright Cyber on or after the date of dispatch of the Products, or on or after commencement of the Services. Where both Products and Services are supplied against the same Contract, a separate invoice may be raised for each of those two elements.

6.4 - The Customer shall pay each invoice in full (subject to a bona fide dispute), together with any VAT at the appropriate rate and other expenses, by the Due Date. The time of payment shall be of the essence.

6.5 - If the Customer fails to pay any sums due by the Due Date or does not comply with an obligation under the Contract, then without prejudice to any other right or remedy available to Bright Cyber, Bright Cyber shall be entitled to withhold or suspend the supply of any Products and/or Services to the Customer until such payment is made or the Customer complies with its obligations to Bright Cyber's reasonable satisfaction, or as provided for in G-Cloud Call-Off Contracts.

6.6 - Without prejudice to Bright Cyber's other rights and remedies, Bright Cyber reserves the right to charge interest to the Customer on any Fees which are not paid by the Due Date, at a rate of four per cent per annum above the Bank of England base rate from time to time.

6.7 - Where the Fees for a Contract are not all invoiced at the same time (e.g. where the Fees for each year of a multi-year Contract are invoiced at the start of that year) the Customer is committing to continue to make those payments over the entire period agreed in the Contract. Whilst Bright Cyber will make reasonable efforts to meet the reasonable administrative requests of the Customer, the Customer accepts that they have committed to the entire duration agreed and Bright Cyber will invoice the

Customer for each period in line with the Contract, regardless of whether a purchase order is received from the Customer for a specific period.

6.8 - Where the Fees for a Contract are stated in the Customer Schedule to be based on consumption (e.g. where the Fees are based on the volume of storage used in gigabytes, or number of concurrent users etc.):

6.8.1 - the Customer is committing to pay Bright Cyber the Fees on that periodic basis for all retrospective consumption under that Contract, regardless of whether the relevant Quote was based on a different level of consumption anticipated at that time or purchase orders are received for a different specific consumption/period than actually occurred (and if purchase orders are incorrect or not received, Bright Cyber shall rely on the Customer's initial commitment to purchase pursuant to the Contract, and will automatically invoice the Fees related to actual consumption in line with the Contract); and

6.8.2 - the Customer understands that the Fees stated in a Quote are based on an estimate of expected consumption (which Bright Cyber has calculated based on information provided by the Customer) but the Customer will be invoiced for the quantity and duration of actual consumption (subject in each case to any minimum commitment in respect of both factors, as set out in the Contract) according to their nature, and any reductions or increases in consumption will be payable in line with the Contract as invoiced.

6.9 - If the Customer Schedule provides that the Fees or any part of the Fees shall be split across the duration of a Service or the lifecycle of a Product, or are payable in arrears, then Bright Cyber may withdraw or vary such arrangements, and issue an invoice for any Fees which have yet to be invoiced under the Contract, if:

6.9.1 - Bright Cyber serves a notice of termination of the Contract;

6.9.2 - there is (in the opinion of Bright Cyber) a material adverse change in the creditworthiness of the Customer; or

6.9.3 - the Customer fails to pay any amount which is due and payable.

6.10 - Bright Cyber or its agent shall deliver the Products to any premises (whether in the United Kingdom or in any country) agreed in the Contract and for the avoidance of doubt the Customer shall be liable for any costs incurred by Bright Cyber in relation to carriage, postage and packing and any other applicable taxes and duties. If any deduction or withholding from the Fees is required by way of tax, excise, customs or otherwise from a jurisdiction other than the United Kingdom, the Customer agrees to pay as Fees to Bright Cyber any additional amounts necessary to ensure that the net amount that Bright Cyber receives, after any deduction and withholding, equals the amount Bright Cyber would have received if no deduction or withholding had been required.

6.11 - The Customer acknowledges that Bright Cyber sources Products from outside the United Kingdom, and may purchase in a currency other than pounds sterling. Where

this occurs, the Fees proposed to the Customer in a Quote are based on Bright Cyber's currency exchange rates (including any applicable commissions for currency conversion) on the day of that Quote (available on request). Fees stated in such a Quote are given by way of convenience only and are subject to currency fluctuation. The Fees to be paid by the Customer in pounds sterling will be calculated on the Working Day in the UK on which the Contract is concluded, based on the currency exchange rates applicable that day (with any relevant commissions for currency conversion to be added), and that Fees calculated will become automatically binding at that time.

6.12 - The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by Bright Cyber and shall pay all amounts due without making a deduction of any kind. Bright Cyber shall be entitled to set-off any amounts owed to it by the Customer against any sums Bright Cyber owes to the Customer.

6.13 - The Customer acknowledges that Bright Cyber is not a finance provider and, where Products and/or Services are paid for by way of a lease or other financial product, it is likely the agreement for the purchase of those Products and/or Services exists directly between the Customer and the finance provider; Bright Cyber is not a party to such agreement and neither Bright Cyber nor the Customer shall have any rights or obligations to each other in respect of Products and/or Services transacted in this manner.

7 - Returns Policy

7.1 - Where returns are permitted by our supply chain, Bright Cyber allows Customers to return unopened Products within 30 days of delivery; however, all returns are at Bright Cyber's sole and absolute discretion, will depend on our suppliers' returns policies and may be subject to reasonable restocking fees or other conditions. Other than in line with the relevant Manufacturer's 'dead on arrival'

(DOA) policies or warranties, Bright Cyber will not accept returns with a value below £50.

7.2 - Under no circumstances will Bright Cyber accept returns of opened Products unless those Products are faulty and the provisions of the remainder of this clause 7 are met. For the avoidance of doubt, no Software on which the seals have been broken can be returned. Software Licenses provided electronically (i.e. other than in physical format) are non-refundable.

7.3 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on

request.

7.4 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on request.

7.5 - Although Bright Cyber may make reasonable efforts to troubleshoot any problems the Customer experiences with the Products, the Customer acknowledges that Bright Cyber is not the Manufacturer of the Products and that Bright Cyber may be contractually limited by that Manufacturer as to the extent of the assistance they are permitted to provide. Accordingly, the Customer may be required to contact the Manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation (which shall be retained by the Customer, along with any call/case reference numbers, and presented to Bright Cyber upon request).

7.6 - In the case where it is established that Products are faulty or defective within the relevant Manufacturer warranty or DOA period, Bright Cyber's customer service department will arrange with the Customer to have the Products collected or returned. In some instances, the Manufacturer's warranties require the Customer to contact a repair agent directly. If this is the case, the Customer will be informed by Bright Cyber's customer service department and provided with the contact details for the relevant Manufacturer to discuss such collection or return.

7.7 - Where Bright Cyber has indicated to the Customer that the return of a Product is permitted, the Customer is responsible for ensuring that the Products are returned to Bright Cyber (or the relevant third party) in their original packaging together with all disks, manuals, cables and any other peripherals, accessories, consumables and other parts or items with which they were boxed or inseparably supplied so as to ensure satisfaction of the Manufacturer's DOA policy and/or warranty stipulations (as appropriate), safe transit and ease of identification. The external packaging must not be damaged or defaced so it is recommended the goods are re-boxed for transport.

7.8 - The Products will be tested on receipt. If no fault is found the Products shall be returned to the Customer at the Customer's cost. If a fault is found and the applicable Manufacturer's DOA period is exceeded, then the Products will be repaired and/or replaced under the terms of the Manufacturer's warranty, to the extent that such warranty remains in force at that time.

7.9 - In the event that the Manufacturer's DOA cover and/or warranty have lapsed, expired, been invalidated or did not apply, Bright Cyber shall have no liability to the Customer for such Product(s).

8 - Customer's Obligations and Warranties

8.1 - In order to enable the fulfilment by Bright Cyber of its obligations under a Contract, the Customer shall, at its own expense:

8.1.1 - comply with, and use the Products and Services in accordance with these Terms and all applicable laws and the manufacturer Terms of Use and/or End User License Agreement (EULA).

8.1.2 - where reasonably requested, or where it is reasonable for the Customer to anticipate such requirement, promptly furnish Bright Cyber with co-operation, assistance and/or accurate & complete responses to requests for information (which shall include sufficient detail in that information);

8.1.3 - allow Bright Cyber or its subcontractors (as applicable) to exercise such right of entry as required over any relevant premises to deliver the Products and/or Services, provide Bright Cyber with any relevant policies and procedures in relation to such premises (and, where such policies and procedures require time and/or materials over and above what would be normally expected to permit entry to the average business premises, provide these to Bright Cyber before the Quote is prepared, or make payment or reasonable additional costs and expenses which arise in meeting the requirements of such policies and procedures), and take all reasonable precautions to protect the health and safety of those personnel whilst at that/those premises;

8.1.4 - unless otherwise provided by Bright Cyber, implement effective and appropriate backup and other procedures for the protection of its data;

8.1.5 - observe any other obligations or requirements set out in the relevant Customer Schedule; and

8.1.6 - otherwise respond to and comply with Bright Cyber's reasonable requests.

8.2 - The Customer warrants that:

8.2.1 - any of its representatives who commit the Customer to these Terms and any Contract with Bright Cyber have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer;

8.2.2 - it will comply with and use the Products and Services in accordance with the Contract, EULA and all applicable laws;

8.2.3 - it has and shall maintain all necessary Licenses, permits, rights, consents, registrations, approvals and titles necessary for Bright Cyber to use or host any software, hardware, documentation or other materials provided by the Customer for use in the provision of the Products or Services to the Customer; and

8.2.4 - any information and materials supplied by the Customer in connection with a Quote or Contract shall be accurate and complete, and Bright Cyber's use of such shall not cause Bright Cyber to infringe the rights, including any Intellectual Property Rights, of any third party.

9 - Intellectual Property Rights and Software Licenses

9.1 - The title to and the Intellectual Property Rights in the Product(s) and in the media containing such Product(s) does not pass to the Customer. The Customer is licensed to use such Product(s) in accordance with these Terms and the EULA applicable to those Product(s), and by entering into these Terms and any Contract pursuant to them, the Customer agrees to enter into and comply with the terms of such EULA(s).

9.2 - Each Party grants to the other a non-exclusive, limited, revocable licence to use its Intellectual Property Rights solely to the extent necessary for the other Party to perform its obligations under the Contract. The Parties agree that all Intellectual Property Rights which existed prior to the date of the Contract in relation to any items used in the performance of any Services shall remain the property of the existing owner of those Intellectual Property Rights.

9.3 - Bright Cyber (and/or their supply chain and subcontractors) shall own and be fully entitled to use in any way it deems fit any Intellectual Property Rights, including skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing any Services and any improvements made or developed during the course of Services. For the avoidance of any doubt, this shall include any improvements or modifications to Products during the duration of the Contract. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in the Customer's or Bright Cyber's Intellectual Property Rights.

9.4 - Save where the relevant EULA permits such copying, the Customer shall not, without Bright Cyber's prior written consent, copy or reproduce in any way the whole or a part of the user manual or any other documentation which has been supplied to the Customer relating to any Products or Services.

10- Warranties

10.1 - To the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or general law into these Terms or relating to the Products or the Services are excluded. Notwithstanding this, any Products supplied under these Terms will conform substantively to a ny

10.2 Specifications given in relation to them and any Services provided under these Terms will be provided in a diligent and professional manner, with reasonable skill and care and in accordance with Good Industry Practice.

10.3 - Bright Cyber warrants it has the right to provide or procure the provision of the Products and Services.

10.4 - Bright Cyber does not warrant that the Customer's use of any Products or Services will be uninterrupted and error-free.

10.5 - The only additional warranties which the Customer may receive are those which are given by the Manufacturer of such Products to the Customer and are subject to any relevant limitations and exclusions imposed by such Manufacturer. Bright Cyber will provide the Customer with details of such warranties upon request.

11- General Exclusions and Limitations of Liability

11.1 - Nothing in these Terms shall limit Bright Cyber's liability to the Customer for liabilities which cannot be limited or excluded as a matter of law including death or personal injury (where resulting from the negligence of Bright Cyber, its employees, agents or subcontractors), fraud, fraudulent misrepresentation and statutorily-imposed terms regarding title of goods.

11.2 - Bright Cyber shall not in any circumstances be liable for Particular Losses, whether direct, indirect or consequential, even if a Party has been advised of the possibility of such losses.

11.3 - The Customer agrees that the limitations on liability in these Terms are reasonable, given the Parties' respective commercial positions and the Customer's option to purchase appropriate insurance in respect of arising risks. The total liability which Bright Cyber shall owe to the Customer in respect of all claims under all Contracts shall not exceed 125% of the Fees paid by the Customer in the last 12 months in respect of the Products or Services to which the claim(s) relate.

11.4 - The Customer shall indemnify and keep Bright Cyber indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by Bright Cyber due to any claims by any third party arising out of any use of, access to or modification of the Customer's computer systems by Bright Cyber on the Customer's instructions and/or use of any materials supplied to Bright Cyber by the Customer (including, but not limited to, actions in line with clause 8.2.4). This indemnity shall survive termination or expiry of a Contract to which it relates.

11.5 - If delivery of Products and/or Services is delayed other than through Bright Cyber's fault, including delay as a result of the Customer's agents or subcontractors, the Customer shall indemnify Bright Cyber for any sums incurred by them as a result of that delay. Any agreed time schedules shall be deferred to a reasonable period of time (no less than the resulting period of the delay).

11.6 - In the event that the Customer fails for any reason to meet their obligations under a Contract, including the obligations set out in clause 8 above, the Customer shall indemnify Bright Cyber against any loss, damage or other cost of whatsoever nature suffered or incurred by Bright Cyber reasonably relating to that failure on the part of the Customer.

11.7 - Unless Bright Cyber undertakes Services with an expressly stated outcome of advising a Customer in writing on the Products and/or Services which it recommends

to meet a particular requirement, the Customer acknowledges that it is relying solely upon its own skill and judgement, and not that of Bright Cyber, in determining the suitability of any Products and/or Services and their fitness for any general or specific purpose.

11.8 - The Customer accepts that they are best placed to know what information may be relevant in respect of their existing and anticipated infrastructure/circumstances. Where Bright Cyber suggests potential Products, or undertakes Services, Bright Cyber shall not be liable for any advice, conclusions or reports which are erroneous or incomplete as a result of the Customer's (or their agent's) failure to supply complete and correct information, including any information which may be relevant but which has not been specifically requested by Bright Cyber (or their subcontractors).

12- Force Majeure

12.1 - Neither Party shall be liable to the other Party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under a Contract (save in respect of any obligation to pay money) due to any cause beyond the reasonable control of the Party in question, which for the avoidance of doubt (and without prejudice to the generality of the foregoing) shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force or any part thereof of the Party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God. Neither non-payment of Fees by the Customer, nor non-payment of the Customer by their customers, shall be considered a force majeure event for the purposes of this clause 12.

13- Termination

13.1 - Bright Cyber shall be entitled to terminate any Contract and suspend all or any work on current or future deliveries and instalments of Products or the provision of any Services and on written notice to the Customer shall be entitled to cancel the undelivered or unperformed portion of the Contract between Bright Cyber and the Customer and deem that the whole of the Fees payable under the Contract or any other agreement shall be payable immediately in the event of:

13.1.1 - any distress, execution or other legal process being levied upon any of the Customer's assets;

13.1.2 - the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver,

administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

13.1.3 - the Customer ceasing or threatening to cease to carry on business;

13.1.4 - any material breach of the Contract by the Customer (including a failure to pay any Fees due by the relevant Due Date) which is not capable of remedy or which it fails to remedy within 14 calendar days (or as otherwise agreed by Bright Cyber), or other repeated breaches of the Contract by the Customer; or

13.1.4 - Bright Cyber reasonably anticipating that any of the events mentioned above is about to occur.

13.2 - In the event of termination pursuant to clause 13.1 above Bright Cyber shall, for the avoidance of doubt, be entitled to:

13.2.1 - recover as damages from the Customer all reasonable costs which Bright Cyber sustains due to such termination; and

13.2.2 - where the Customer is being provided with ongoing Services (including Managed Services), Bright Cyber shall be entitled to cease provision of those Services and invoice any Fees which would have been payable over the anticipated period of delivery of those Services.

13.3 - In the event of such termination, should the Customer have failed to make payment in full for any Software, then the Customer shall immediately cease use of all Software (and any updates of same) and, at its own expense, remove from all computers, communications systems and other electronic devices under its control all copies of the Software (and updates) and return or destroy them (certifying in writing to Bright Cyber that such destruction has taken place).

13.4 - For a period of six months following termination of the Contract the Customer shall, on not less than two days' notice, permit authorised representatives of Bright Cyber to enter its premises during normal business hours for the purposes of confirming that the Customer has complied with its post termination obligations.

13.5 - The exercise of the rights conferred by this clause 13 shall be without prejudice to any other right enjoyed by Bright Cyber pursuant to these Terms or by law.

14- Assignment

14.1 - The Customer will not be entitled to subcontract, assign the benefit or delegate the burden of the Contract without the prior written consent of Bright Cyber which it may in its absolute discretion refuse.

14.2 - Bright Cyber shall be free to subcontract any or all of its rights and obligations under a Contract or these Terms as it sees fit and may assign the benefit or delegate the burden of any Contract.

15- Confidentiality and Data Protection

15.1 - For the purposes of these Terms, Confidential Information means all information, technical data or know-how, (whether written, oral or by another means and whether directly or indirectly) relating to and/or provided by one of the Parties whether created before or after these Terms come into force including Personal Data, research, products, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential Information includes the information of a third party that is in the possession of one of the Parties and is disclosed to the other Party in confidence. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving Party at the time of disclosure, as shown by the receiving Party's files and records immediately prior to the time of disclosure; or (ii) prior to or after the time the disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party, or

(iii) is expressly approved in writing for release by the disclosing Party or (iv) had been independently developed by the receiving Party without the use of any Confidential Information of the other Party.

15.2 - Each Party agrees with the other in respect of all Confidential Information:

15.2.1 - to keep the Confidential Information in strict confidence and secrecy;

15.2.2 - not to use the Confidential Information save for complying with its obligations under these Terms;

15.2.3 - not to disclose the Confidential Information to a third party (except to the extent compelled to by law); and

15.2.4 - to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents, subcontractors and others who of necessity need it in the performance of their duties as envisaged by the Contract, and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

15.3 - Each Party warrants that it shall comply with the Data Protection Laws when performing its respective obligations under the Contract.

15.4 - Bright Cyber will:

15.4.1 - operate safety and security measures and procedures consistent with Good Industry Practice for the prevention of unauthorised access or damage to any and all locations in which Personal Data is stored and/or Processed by Bright Cyber; and

15.4.2 - take appropriate technical and organisational measures to protect Personal

Data Processed by Bright Cyber against unauthorised or unlawful Processing and accidental loss, destruction, alteration or disclosure and ensure that, having regard to the state of technological development and their cost of implementation, those measures ensure a level of security appropriate to (a) the harm that might result from such Processing, loss, destruction or damage; and (b) the nature of such Personal Data.

15.5 - Where the Customer intends to, or might, include Personal Data in their use of the Products and/or Services purchased from Bright Cyber, they will inform Bright Cyber at the time a Quote is requested. Where so informed, Bright Cyber will identify whether Bright Cyber or a third party is the Data Processor for the purposes of the Processing, communicate that to the Customer at the point of Quote, and;

15.5.1 - to the extent that Bright Cyber itself Processes Personal Data on behalf of the Customer, Bright Cyber will:

1 - enter into a Data Processing Agreement with the Customer where required by the Data Protection Laws;

2 - Process such Personal Data only in accordance with the Customer's instructions in that Data Processing Agreement, or as required by law or regulation; and

3 - promptly inform the Customer if it receives a request or notice from a Data Subject seeking to exercise their rights under the Data Protection Laws in respect of such Personal Data, and (at the Customer's cost) comply with the Customer's reasonable instructions with respect to that request or notice; or

15.5.2 - to the extent that a third party performs Processing activities as the result of a purchase by the Customer from Bright Cyber of the Products or Services of that third party, Bright Cyber will:

1 - require that third party to meet the obligations set out in clause 15.4; and

2 - facilitate the conclusion of a Data Processing Agreement between those parties, on the basis that the Processing relationship exists between the Customer and the third party (so that the third party is the direct Data Processor to the Customer's Data Controller).

15.6 - In order to meet its obligations under a Contract (and, prior to that, to be able to obtain relevant information to enable a Quote to be prepared), Bright Cyber will need to provide certain of the Customer's Personal Data to their supply chain, specifically the names and contacts details of the individuals at the Customer who are responsible for the subject matter of that Contract (or Quote). Where the Customer is purchasing certain Products or Services, it may also be necessary to provide the names and contacts details of the individual users of those Products or Services. Unless stated otherwise in a Data Processing Agreement between Bright Cyber and the Customer, this will be the extent of Bright Cyber's Processing of Personal Data on behalf of the Customer. Where required, the Customer confirms that it has obtained the necessary consents to share this Personal Data and authorises Bright Cyber to undertake the activities set out in this clause 15 to enable to creation or performance of a Contract.

15.7 - The Customer authorises and instructs Bright Cyber to take the steps in this clause 15 (and any additional steps set out in a Customer Schedule, but not any actions required by the Data Processing Agreement, for which authority is contained therein) in the Processing of Personal Data on its behalf as Bright Cyber reasonably considers necessary to the performance of its obligations under the Contract (or with the intention of creating such a Contract), and authorises Bright Cyber to give equivalent instructions to any relevant subcontractor on its behalf, warrants that it is and will remain entitled to give the instruction and authorisation in this clause 15, and confirms it will advise Bright Cyber if that position changes in respect of any of the Personal Data.

15.8 - Each Party will promptly inform the other if:

15.9 - It has reason to believe that the activities of the other Party are in breach of the Data Protection Laws; and/or

15.10 - it suspects or uncovers any breach of security in any respect which could impact the Personal Data or Confidential Information of the other Party, and the Party which has been breached will use all commercially reasonable efforts to verify and, if verified, promptly remedy such breach.

15.11 - The obligations in this clause 15 shall survive the termination of any Contract.

16- General Terms

16.1 - Any demand, notice or other communication shall be in writing and may be served by hand or prepaid first-class post to the registered address of the intended recipient.

16.2 - No amendment of these Terms during the period of a Contract shall be binding in respect of that Contract unless executed in writing and signed by authorised representatives of Bright Cyber and the Customer. Notwithstanding the foregoing, Bright Cyber reserves the right to alter these Terms at such time and in such manner as it sees fit and shall publish the then-current version of the Terms on our website. The version of the Terms which is current at the time of the commencement of a Contract shall apply to that Contract, unless otherwise agreed in writing. Bright Cyber will supply a hard copy of these Terms on Customer request.

This clause does not apply to G-Cloud Call-Off Contracts. Changes to these terms shall not apply to G-Cloud Call-Off Contracts unless agreed in writing by both parties.

16.3 - The failure of Bright Cyber at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or of any other provision of these Terms or of Bright Cyber's right thereafter to enforce any such provision(s).

16.4 - The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of Bright Cyber professionally or otherwise directly associated with Bright Cyber during the

term of the Contract or for 12 months thereafter. For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for Bright Cyber where that person responds to a bona fide public advertisement for employees.

16.5 - No third party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other method.

16.6 - Together with the Customer Schedule and any EULA, these Terms are the complete and exclusive agreement between the Parties with respect to the subject matter of a Contract, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding the subject matter of that Contract. These Terms prevail over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.

16.7 - Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party (and on any resale of a Product by the Customer, such resale shall be made by the Customer as principal), or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

16.8 - If a provision in these Terms is held by any competent authority to be invalid or wholly or partly unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms or any Contract.

16.9 - The formation, construction, performance, validity and all aspects whatsoever of these Terms shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

16.10 - By entering into these terms and conditions, the customer permits Bright-Cyber to use the customers logo and trading name as a reference on marketing materials and its website. This includes customers of whom which Bright Cyber is subcontracted to work with, on behalf of a third-party.

Recorded Future Terms of Use

Latest version: [Terms of Use | Recorded Future](#)

View the most recent [archived version](#).

DEFINITIONS

- “Acceptable Use Policy” means Recorded Future’s policies for acceptable use as stated in Section 9.13 herein;
- “Agreement” means these Terms of Use and associated documents incorporated by reference herein;
- “Analysis” means a single environment sandbox execution of a sample for a single operating system. In the event a single sample is executed in multiple environments simultaneously, each will each count as a single Analysis for licensing purposes;
- “Confidential Information” means any information, in any form or format, disclosed by Recorded Future (or its affiliates), or otherwise accessed or received by Customer relating to Recorded Future (or its affiliates) or the Service, during the Term of this Agreement that is marked as confidential (or similar) or would reasonably be considered confidential, which may include information relating to Recorded Future’s (or any of its affiliate’s) business affairs, trade secrets, technology, research, or development. Further, the Service, Output and Documentation will be deemed to be Recorded Future’s Confidential Information;
- “Customer” and/or “You” means you, a user of the Service, and to the extent you are using the Service on behalf of an organization, such organization;
- “Customer Data” means Customer’s own information and data that is input by Customer into the Service or otherwise supplied by Customer to Recorded Future hereunder;
- “Documentation” means any related user documentation that Recorded Future provides as part of the Services including as available via the Recorded Future Support Center;
- “Effective Date” means the beginning of the Initial or Renewal Term as stated on the relevant Order Form, or other applicable document;
- “Feedback” means any feedback or suggestions regarding the Service or Recorded Future’s other current or future offerings, including potential improvements or changes;
- “Force Majeure Event” means causes beyond a party’s reasonable control, including acts of God, pandemics, epidemics, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes;
- “Hatching” means either Hatching International B.V. or Hatching B.V.;

- “Initial Term” means the initial subscription term as described in each Order Form, or other applicable document;
- “Liabilities” means collectively claims, actions, proceedings, suits, liabilities, losses, damages, costs and expenses, including attorneys’ fees;
- “Order Form” means the ordering document, as entered into between Customer and Recorded Future and/or Reseller;
- “Other Agreement” means any separate agreement regarding such access and use that is between Customer and either (i) Recorded Future (or its affiliates) or (ii) one of Recorded Future’s Resellers;
- “Output” means collectively any output, data and reports generated from the Service;
- “Personnel” means a party’s, and its affiliates’ and subsidiaries’, employees, advisors, accountants, attorneys, outsources, third party service providers or any other related party;
- “Recorded Future” means, except as otherwise explicitly stated, individually and collectively, Recorded Future, Inc., or its applicable affiliates (including without limitation, SecurityTrails, LLC, Hatching International B.V., or Gemini Advisory LLC);
- “Representatives” means collectively a party’s employees, accountants, attorneys, advisors, affiliates, subsidiaries, outsourcers and third party service providers with a need to know in connection with its performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder and are bound by appropriate confidentiality obligations;
- “Renewal Term” means any subscription terms subsequent to the Initial Term;
- “Reseller” means the relevant Recorded Future-authorized reseller;
- “Rules” means the Rules of Arbitration of the International Chamber of Commerce;
- “Service” means the offerings, products, and services available on or through website of Recorded Future, Inc., or its applicable affiliates (including without limitation, SecurityTrails, LLC, Hatching International B.V., or Gemini Advisory LLC);
- “Term” means collectively the Initial Term and any Renewal Terms;
- “Triage” means the offerings available via the website tria.ge, its successor websites, and other Hatching owned and/or operated websites with the Triage branding.

RECORDED FUTURE ENTITY

The Recorded Future entity with which Customer is entering into this Agreement is



determined by Customer's location, as follows (except that to the extent Customer is using a free version of the Triage Service, the Recorded Future entity with which Customer is entering into this Agreement with respect thereto is Hatching International B.V.):

Location of Customer	Recorded Future Entities
USA	Recorded Future, Inc.
Canada	Recorded Future Technologies Limited
UK	Recorded Future UK Limited
Japan	Recorded Future Japan KK
APAC Region (excl. Japan)	Recorded Future Pte Ltd
EFTA and Switzerland (excl. France and Germany)	Recorded Future AB
France	Recorded Future SAS
Germany	Recorded Future GmbH
Middle East	Recorded Future Middle East
India	Recorded Future India Private Limited
All Other Locations	Recorded Future entity stated on the ordering document, or if none, Recorded Future, Inc

INTRODUCTION

These Terms of Use set out the terms and conditions that govern the access and use of certain Services available on or through websites of Recorded Future by you. You should read this Agreement carefully.

By indicating acceptance of this Agreement, or by otherwise using the Service, or the Recorded Future website, you are entering into a legally binding agreement with the relevant Recorded Future entity (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are using the Service on behalf of an organization, you represent that you have the right and authority to bind such organization to this Agreement, and for clarity, the terms "Customer" and "you" will include both you, the individual user, and such organization. If you do not agree to be bound by these terms and conditions, you must not use the Service or the Recorded Future website.

Recorded Future offers, and the Service may include, both paid services and services which are free of charge. You agree your purchase and/or use of the Service is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Recorded Future or any of its affiliates regarding future functionality or features.

You acknowledge and agree that the form and nature of the offerings which Recorded Future provides may change from time to time without prior notice to you. Changes to the

form and nature of such offerings will be effective with respect to all versions of the Service. Any new features that may be added to Recorded Future's websites, or the Service from time to time will be subject to this Agreement, unless explicitly stated otherwise.

CERTAIN FEATURES OF THE SERVICES OR SITES MAY BE SUBJECT TO ADDITIONAL GUIDELINES, TERMS, OR RULES, WHICH WILL BE POSTED ON THE SERVICE OR SITES IN CONNECTION WITH SUCH FEATURES. TO THE EXTENT SUCH TERMS, GUIDELINES, AND RULES CONFLICT WITH THIS AGREEMENT, SUCH TERMS SHALL GOVERN SOLELY WITH RESPECT TO SUCH FEATURES. IN ALL OTHER SITUATIONS, THIS AGREEMENT SHALL GOVERN.

1. SCOPE OF USE; OTHER AGREEMENTS. (A) Customer's access and use of the Service, its Output, and Documentation shall be limited to solely its own internal security purposes, and shall otherwise be subject to and in compliance with all the terms and conditions herein.

Such access and use of the Service is also restricted by and subject to further conditions in any Other Agreement, including any subscription fee(s), subscription term, scope of use, or other limitations, restrictions or obligations applicable to Customer therein. These restrictions may include a set number of Analyses daily, in the event Order Form states limits on the number of Analyses.

As also noted herein, access and use of the Service may require an active paid subscription pursuant to an Other Agreement. Further, for those Customers using a free version of the Service (such as through DNS-Trails), the associated license is strictly limited to Customer's internal, non-commercial security purposes.

(B) Notwithstanding anything else herein, this Agreement does not provide any rights to Customer, including any right to access or use the Service, but for clarity does impose obligations on Customer.

2. SUSPENSION AND TERMINATION. (A) To the extent Customer materially breaches this Agreement or any Other Agreement, or Recorded Future believes in good faith that Customer has done so or that Customer's continued access and use of the Service poses a threat to Recorded Future or any third party, Recorded Future may, with or without notice to Customer, suspend or terminate Customer's access and use of the Service or this Agreement. Following any termination of this Agreement, Customer agrees that it shall continue to be bound by this Agreement. For clarity, Customer's access and use of the Service may require an active subscription as set forth in an Order Form, including payment of relevant fees by or on behalf of the Customer, and in the absence of such an active subscription in good standing, Recorded Future may in its discretion suspend or terminate any or all access or use of the Service.

(B) For paid subscriptions, the Initial Term will commence upon the Effective Date and continue as set forth within the Order Form. Such Initial Term will automatically renew for additional one (1) year Renewal Terms unless either party has given the other party written

notice of non-renewal at least ninety (90) days prior to the end of an Initial Term or Renewal Term, or as otherwise terminated in accordance with this Section 2.

(C) Upon any termination or expiration of this Agreement, all rights granted to Customer hereunder shall terminate and Customer shall cease all use of the Service and Documentation. Further, to the extent that Customer has any copies or back-ups of the Service and/or associated software under its control, it shall delete and destroy all such copies and back-ups.

(D) To the extent that Customer is using any free Service, Customer agrees that Recorded Future, in its sole discretion and for any or no reason, may terminate this free Service at any time. Customer agrees that any such termination of access to the free Service may be without prior notice, and that Recorded Future will not be liable to Customer or any third party for such termination. Customer may terminate Customer's use of the free Service at any time by discontinuing use of the free Service.

(E) Customer acknowledges and agrees that Customer is solely responsible for retaining backup copies of Customer Data at all times; Recorded Future will not provide Customer with an export of Customer Data, upon and/or after termination of the Service.

3. RESTRICTIONS; PROPRIETARY RIGHTS. (A) Customer shall not (and shall not allow any third party to): (i) except as expressly permitted by applicable law, decompile, disassemble, reverse engineer or attempt to deconstruct, identify or discover any source code, underlying ideas or other technology, user interface techniques or algorithms of the Service; (ii) encumber, transfer, distribute, sell, disclose, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use for the benefit of any third party (including to or for any Customer affiliate or subsidiary), or otherwise use (except as expressly permitted herein) any part of the Service, Output, or Documentation, or any part of the Service's source code or binary distribution(s); (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Service, Output, or Documentation; (iv) attempt to circumvent any fees, user limits, timing or use restrictions that are built into the Service; (v) use the Service or Documentation in the development or marketing of any software, service or other offering that is similar to or competes with any Recorded Future offering; (vi) use any product data as a training set for machine learning or training of artificial intelligence; (vii) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service; (viii) perform, or publish or otherwise disclose the results of, any benchmarking, availability or performance testing or analyses of the Service or Customer's use thereof; (ix) attempt to gain unauthorized access to, interfere with or disrupt the Service or related servers or networks (including via a denial-of-service attack); (x) publicize any Output or make Output publicly available in any way; (xi) use or transmit to anyone for use of the Service or any Output to evaluate, score, or report on the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any consumer or applicant for employment, or any other use subject to

state, federal, and/or otherwise applicable credit reporting laws; (xii) use, transmit, sell, or license to anyone for use of the Services or any Output for marketing, advertising (including targeting for the same), loyalty programs, customer selection, acquisition, or retention, or similar purposes; or (xiii) use the Service, Output, or Documentation in any harmful, malicious, or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, other violation of any Recorded Future or third party rights (including intellectual property or privacy rights), or distribution or use in violation of Recorded Future's Acceptable Use Policy, or any U.S., or otherwise applicable, export controls, economic sanctions, or anti-corruption laws or regulations. The Parties acknowledge that the foregoing restrictions are binding on Customer except to the extent that any such restriction may not be imposed under applicable law.

(B) Customer is prohibited from reselling or otherwise distributing or disclosing Recorded Future Output, delivered directly or as a derived product or service, to any third parties except for limited disclosure to Customer's Representatives solely in connection with Customer's internal security purposes. Unless expressly permitted by an applicable Order Form or Other Agreement between Customer and Recorded Future (or its affiliates), redistribution, transfer, resale, or license or copies of any part of the Service, Output, or any data accessed, provided, or otherwise included by, in or through the Service, is not allowed.

(C) An API license, if available as set forth in an Order Form between Customer and Recorded Future (or its affiliates), authorizes Customer to programmatically access certain Recorded Future Output and functionality available as part of the Service hereunder, limited to the specific API type and API credit quota subscribed. Except for API access, Customer's access and use of the Service shall be via a password-protected URL designated by Recorded Future. Customer is responsible for how it accesses such URL. Each Customer user login/password for the Service is limited to use by a single named individual, cannot be shared with others, and can be used only on a single device or other login point at any time (i.e., no multiple simultaneous logins). All acts and omissions of Customer's Personnel, and other related parties will be deemed to be those of Customer, and Customer shall be responsible therefor. Further, Customer shall be responsible for any activity conducted through the use of any user credential assigned to it.

(D) The Service is the proprietary intellectual property of Recorded Future that contains trade secrets and is protected by copyright law. Recorded Future retains sole and exclusive ownership of all right, title, and interest in and to the Service and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Service will be owned by Recorded Future. Recorded Future shall own all rights, title and interest in any deliverables created by Recorded Future and provided to Customer, and all such deliverables shall be subject to all Customer restrictions and obligations set forth herein (as if such deliverables were part of the Service hereunder).

(E) Notwithstanding the foregoing, Customer retains all rights, title and interest in and to Customer Data. The Customer hereby grants to Recorded Future a non-exclusive, royalty-free, sublicensable, perpetual, irrevocable, assignable right and license to use the Customer Data anywhere in the world to provide the Service, develop and improve its offerings, and otherwise in its business as it determines in its discretion. Customer is responsible for Customer Data, including the means by which it is provided, and Customer shall be responsible for ensuring that Customer Data does not violate intellectual property rights, or is not otherwise prohibited.

(F) Recorded Future has the right to refuse access to the Services in the event this Agreement is violated. Nothing contained herein, in any Recorded Future offering, or otherwise made available by Recorded Future should be construed as granting, by implication, estoppel, or otherwise any license or right to use any intellectual property, except as explicitly agreed upon by the parties.

4. LOGO AND COMMUNICATIONS. (A) Customer agrees to allow the use of its name and logo in a general list of Recorded Future customers.

(B) Customer consents to receiving communications regarding product updates, customer support, and marketing initiatives from Recorded Future. Notwithstanding the foregoing, Customer has the right to withdraw its consent to receive such commercial electronic messages at any point in time by sending an email to Recorded Future at unsubscribe [at] recordedfuture [dot] com or by clicking the unsubscribe link at the bottom of any electronic message sent by Recorded Future to Customer.

You acknowledge and agree that notwithstanding your withdrawal of such consent, Recorded Future shall still be permitted to send you commercial electronic messages specific to our relationship and the Services provided under this Agreement.

5. CONFIDENTIALITY. Customer shall maintain as confidential and shall not disclose (except to its Representatives), copy or use for purposes other than its internal security purposes and administration of its Recorded Future's subscription, Recorded Future's Confidential Information. Customer agrees to protect all received Confidential Information with the same degree of care that it would use with its own confidential information, but in any event at least industry standard levels of care, and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof.

Breach of this Section 5 may cause irreparable harm and damage to Recorded Future. Thus, in addition to all other remedies available at law or in equity, Recorded Future shall have the right to seek injunctive or other equitable relief, without any requirement to post bond, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such breach. Customer shall be liable to Recorded Future for any use or disclosure in violation of this Section 5 by Customer, its Representatives, Personnel, or any other party that has received Recorded Future Confidential Information from Customer.

Notwithstanding the above, this Section 5 shall not prohibit Customer from disclosing

Confidential Information to the extent required by applicable law, rule or regulation or the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange; provided that Customer gives Recorded Future prior written notice, as soon as is reasonably practicable, and reasonably cooperates with related requests of Recorded Future.

Further, notwithstanding anything to the contrary herein, if Customer provides Recorded Future (or its affiliates or resellers) Feedback, Recorded Future shall be free to use, disclose and otherwise exploit in any manner such Feedback for any purpose, without any obligation of confidentiality with respect thereto. Further, Customer acknowledges and agrees that by providing such Feedback to Recorded Future, Customer hereby grants to Recorded Future an irrevocable, non-exclusive, royalty-free, sublicensable, perpetual, assignable right and license to use such Feedback in whatever way, manner, form or media, now known or hereafter discovered, and for whatever purpose Recorded Future determines in its sole discretion, anywhere in the world.

6. DISCLAIMER OF WARRANTY. THE SERVICE IS ACCESSED AND USED BY CUSTOMER HEREUNDER “AS AVAILABLE” AND “AS-IS.” TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RECORDED FUTURE AND ITS AFFILIATES HEREUNDER MAKE NO AND DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES (I) OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) THAT USE OF THE SERVICE WILL MEET CUSTOMER’S, OR ANY OTHER PARTY’S CURRENT AND/OR FUTURE REQUIREMENTS; (III) THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; OR (IV) AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY OUTPUT OR OTHER INFORMATION OBTAINED FROM THE SERVICE.

FURTHER, CUSTOMER ACKNOWLEDGES THAT RECORDED FUTURE MAY NOT DETECT ANY MALICIOUS BEHAVIOR FOR MATERIALS THAT ARE SUBMITTED FOR ANY MALWARE SANDBOX.

7. LIMITATION OF LIABILITY. (A) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE CUMULATIVE AGGREGATE LIABILITY OF RECORDED FUTURE AND ITS AFFILIATES, FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE (OR ITS AFFILIATES) BY CUSTOMER, IF ANY, UNDER AN APPLICABLE OTHER AGREEMENT BETWEEN RECORDED FUTURE (OR ITS AFFILIATES) AND CUSTOMER (OR, IF THE APPLICABLE OTHER AGREEMENT IS INSTEAD BETWEEN A RECORDED FUTURE RESELLER AND CUSTOMER, THEN THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE BY SUCH RESELLER FOR CUSTOMER’S USE OF THE SERVICE) WITHIN THE YEAR PRECEDING THE CLAIM.

(B) NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL RECORDED FUTURE OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING SYSTEM FAILURE, OR CIVIL OR CRIMINAL FINES OR SANCTIONS) ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF RECORDED FUTURE (OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) FURTHERMORE, ALL OUTPUT AND INFORMATION PROVIDED BY THE SERVICE IS PROVIDED "AS-IS" AND RECORDED FUTURE (AND ITS AFFILIATES) SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO CUSTOMER'S USE THEREOF, INCLUDING ANY RELIANCE THEREON.

(D) YOU ACKNOWLEDGE THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO MATERIALS THAT ARE OFFENSIVE, INDECENT AND/OR OBJECTIONABLE, AND UNDER NO CIRCUMSTANCES SHALL RECORDED FUTURE, OR ITS AFFILIATES, BE LIABLE FOR SUCH CONTENT. FURTHERMORE, RECORDED FUTURE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL, OR THAT OF ANY PARTIES AFFECTED BY YOUR ACTIONS DUE TO YOUR ACCESS TO OR USE OF THE SERVICE OR CONTENT OR ANY THIRD-PARTY CONTENT OR WEBSITES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL RECORDED FUTURE, OR ITS AFFILIATES BE LIABLE FOR DEFAMATION, LIBEL, OR ANY SIMILAR CLAIM AS A RESULT OF THE CONTENT OR ALERTS GENERATED BY THE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER DEPENDING ON THEIR JURISDICTION.

(E) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE STATUTE OF LIMITATIONS REGARDING ANY CLAIM FROM CUSTOMER SHALL BE LIMITED TO ONE YEAR COMMENCING FROM THE BEGINNING OF THE STATUTORY LIMITATION PERIOD.

8. INDEMNIFICATION. Customer will indemnify and hold harmless Recorded Future, its affiliates, and their respective officers, directors, employees, agents, licensors and other providers, against any and all Liabilities arising out of or relating to (i) Customer's breach of this Agreement, (ii) Customer Data, (iii) Customer's violation of applicable laws, rules or regulations; or (iv) Customer's use of the Service. Recorded Future reserves the right to assume the sole control of the defense and settlement of any claim, action, proceeding or suit for which Customer is obliged to indemnify Recorded Future or its affiliates. Customer will cooperate with Recorded Future with respect to such defense and settlement.

9. GENERAL.

9.1 Entire Agreement; Modification of Agreement. This Agreement, including all Order Forms and statements of work as entered into by Customer and Recorded Future



pursuant hereto, is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If any provision of this Agreement conflicts with any provision of any Other Agreement, then, unless otherwise provided herein, this Agreement shall control.

Any purchase orders issued by Customer shall be deemed to be for Customer's convenience only and, notwithstanding acceptance of such orders by Recorded Future, shall in no way change, override, or supplement this Agreement.

Customer agrees that the electronic text of this Agreement constitutes a writing and its assent to the terms and conditions hereof constitutes a "signing" for all purposes. Recorded Future may from time to time amend this Agreement prospectively. If it does so, it will endeavor to notify Customer and will post the revised agreement on the Service or its website(s). Customer agrees that its continued access or use of the Service constitutes its agreement to the amended Agreement. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Recorded Future.

9.2 Errors and Omissions. Notwithstanding anything to the contrary in Section 9.1, in the event that Customer's details: (a) are not provided on the Order Form; or (b) are missing from the signature block on any agreement; or (c) contain clerical errors, Customer hereby authorizes Recorded Future to make necessary modifications following acceptance of the Order Form by Customer.

9.3 Waiver. Any waiver of the provisions of this Agreement will be effective only if in writing and signed by Recorded Future. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by Recorded Future or Recorded Future's delay in exercising its rights shall not constitute a waiver of any other provision, breach or default.

9.4 Independent Contractor. Recorded Future and its affiliates are independent contractors and not employees of Customer. At no time shall Customer make any commitments or incur any charges or expenses for or in the name of Recorded Future (or its affiliates), or be considered the agent, partner, joint venturer, employer or employee of Recorded Future (or its affiliates).

9.5 Notices. All notices or other communications required to be given hereunder shall be in writing and may be delivered by certified mail, return receipt requested, postage prepaid; by nationally recognized overnight courier; or as otherwise requested by the receiving party. Notices to the applicable Recorded Future affiliate should be sent to it at 363 Highland Avenue, Somerville, Massachusetts 02144 (which address Recorded Future may update by notice to Customer) with a copy to notices [at] recordedfuture [dot] com. Notices to Customer may be sent to any address or other contact point (including email) that Customer may provide to Recorded Future or its affiliates or Resellers.

9.6 Assignment. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, otherwise transferred or delegated by Customer without Recorded Future's prior written consent.

9.7 Compliance with Laws. (A) Customer will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S., or other federal, state, and local laws, all applicable export laws and those laws related to the protection of data privacy, and proper use of financial and personally identifiable information. Without limiting the foregoing or any other Customer restrictions or obligations herein, Customer represents and warrants that, during the term of this Agreement: (A) it (i) will not engage, directly or indirectly, in activities prohibited by U.S., or other applicable, export control regulations, or regulated by the International Traffic in Arms Regulations (or local equivalent legislation or regulations) without the proper authorizations, including (a) the design or development of defense articles, (b) the provision of defense services, or (c) the development of nuclear facilities not licensed by the U.S., or other applicable, Government; chemical, biological, or nuclear weapons; or rocket, missile or unmanned aircraft systems, or (d) terrorist activities; (ii) is not a resident or organized under the laws of Cuba, Crimea, Iran, North Korea, Syria, or Sudan, or any other location prohibited by U.S., or other applicable, law; and (iii) is not, and is not owned or controlled by, a person or entity that is the subject of any sanctions administered or enforced by any relevant sanctions authority, including the Office of Foreign Assets Control of the U.S. Department of Treasury; and (B) it will not provide any information received from the Service to, or otherwise use the Service for the benefit of, any person or entity, the identity or activity of which would violate any of clauses (A)(i)-(A)(iii) above.

(B) Customer represents and warrants that (1) it is not a "Covered Person" within the meaning of Executive Order 14117 and any implementing regulations; and (2) (i) it is not a resident of, nor an entity organized under the laws of, China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, or Venezuela, and it has not been designated as a Covered Person by the U.S. Attorney General; and (ii) is not, directly or indirectly, owned or controlled by any Covered Person or by China, Cuba, Iran, North Korea, Russia, or Venezuela; and (iii) is not an employee of, contractor of, or otherwise acting at the direction of any Covered Person, or of China, Cuba, Iran, North Korea, Russia, or Venezuela.

(C) Customer agrees not to provide any Output to, or otherwise use the Services for the benefit of, any person or entity who is a Covered Person within the meaning of Executive Order 14117 and any implementing regulations, whether or not Customer has any existing contractual, employment, or other relationship with such Covered Person.

(D) Further, Customer understands that the Service may contain malware, or other malicious content, Customer agrees not to use any such malware for malicious or unlawful purposes. Customer represents that it possess the requisite skills to safely handle such content.

(E) In the event Customer becomes aware, or reasonably suspects that any person or

entity is using any Recorded Future offering for unlawful or malicious purposes, or to harm the integrity, security, or performance of such offerings, or is otherwise in violation of this Agreement, it shall immediately notify Recorded Future via support [at] recordedfuture [dot] com.

9.8 Force Majeure. Neither Recorded Future nor any of its affiliates will be responsible for any act or omission (including any failure, interruption or delay in the operation of the Service) due to a Force Majeure Event.

9.9 Non-Party Requests. If Recorded Future, or its affiliates, are required by applicable law, rule or regulation to conduct electronic legal discovery, or produce information or Personnel as witnesses with respect to Customer's use of the Service or this Agreement, Customer shall reimburse Recorded Future and its affiliates for their reasonable costs and expenses incurred to respond to such requests, unless Recorded Future is a party to the proceeding or the subject of the investigation.

9.10 Governing Law and Disputes.

(A) **Choice of Law.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and interpreted and construed in accordance with the laws of the jurisdiction as shown in the table below except that to the extent Customer is using a free version of the Triage Service, the governing law will be Dutch law and place of arbitration will be Amsterdam, the Netherlands, without regard to any conflict of law principles that would apply another law. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby excluded.

Location of Customer	Governing Law	Place of Arbitration
USA	Massachusetts	Boston
UK	England and Wales	London, UK
Japan	Japan	Tokyo, Japan
Singapore	Singapore	Singapore
EU	Sweden	Gothenburg, Sweden
All Other Locations	Massachusetts	Boston, Massachusetts

(B) **Default Approach for Disputes.** Except to the extent a Customer dispute is covered by Section 9.10(C) below, Customer hereby consents to jurisdiction and venue in any federal or state court located within Boston, Massachusetts, USA, and Customer shall not bring any suit, claim or other cause of action except in a court located within Boston, Massachusetts, USA.

(C) **Approach for Disputes with Certain Customers.** (I) This Section 9.10(C) applies to Customer disputes to the extent that either (a) the Customer's principal place of

business, or jurisdiction of incorporation/formation, is outside the United States in a country that is a signatory or 'Contracting State' to The New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards (see <http://www.newyorkconvention.org/countries>), or (b) Recorded Future opts, in its sole discretion, for the dispute to be covered by this Section 9.10(C). (II) Recorded Future (and its affiliates) and Customer hereby consent to resolve any applicable dispute arising out of or related to this Agreement by submission of such dispute to binding and final arbitration in accordance with the Rules, by an arbitral tribunal composed of one or more arbitrators appointed in accordance with the Rules. Arbitration proceedings may be commenced by either party by providing written notice to the other party. All arbitration proceedings will be held in the location specified in the table in Section 9.10(A) (provided that proceedings may be conducted at another location or by telephone conference call with the consent of the parties and the arbitrator(s)). All arbitration proceedings will be conducted in the English language. The arbitrator(s) may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. The parties agree that the arbitrator(s) will be empowered to grant injunctive or other equitable relief, but will have no authority to award punitive damages. The above obligation to arbitrate shall extend to any claim by or against any affiliate, agent, officer, employee, director, manager, member or shareholder of a party. (III) Notwithstanding clause II above, (a) either party may initiate litigation in any court of competent jurisdiction seeking any preliminary or temporary remedy in equity, including the issuance of a preliminary or temporary injunction; and (b) judgment on the arbitration award granted in any arbitration hereunder may be entered in, and the parties shall have the right to seek enforcement thereof by, any court of competent jurisdiction (and any additional expenses incurred in enforcing the arbitration award will be charged against the party that resists its enforcement); and (c) the parties hereby consent to the non-exclusive jurisdiction of any federal or state court located in Boston, Massachusetts, USA, and waive any objections of improper venue or inconvenient forum, in connection with clauses (III)(a) or (III)(b) above.

9.11 Non-Solicitation. Customer shall not directly or indirectly solicit, employ or engage any employee of Recorded Future (or its affiliates) with whom it came into contact relating to the Service during the period of such contact and for one (1) year thereafter. If any court or other adjudicatory body determines that the foregoing provision is unenforceable because of its duration or scope, the court or adjudicatory body has the power to reduce the duration or scope of the provision, as the case may be, so that in its reduced form the provision is enforceable. Such power includes the authority to reform the provision by rewriting it, if required, so that it conforms to applicable law and carries out the parties' intentions under this Agreement. For purposes of the foregoing, the term "solicit" shall not be deemed to mean: (a) circumstances where an employee of Recorded Future (or its affiliates) initiates contact with Customer with regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of Recorded Future (or its affiliates), including responses to general advertisements.

9.12 Automated Indicator Sharing. By accessing and using the Service, Customer agrees to the terms of the Automated Indicator Sharing (AIS) Program with the applicable TLP Restrictions (available via <https://www.recordedfuture.com/support/automated-indicator-sharing>)

9.13 Recorded Future's Acceptable Use Policy. While Recorded Future seeks to serve as broad a range of organizations as possible, while abiding by all applicable export-control and other regulations, there are certain limits that are imposed on the use of our offerings by our acceptable use policy. Specifically, Recorded Future prohibits:

- **Illegal Activities:** The use of any of its services for any unlawful purpose or in furtherance of any illegal activities.
- **Discrimination:** The use of any of its services to perform targeted collection on the basis of protected characteristics such as race, sex or gender, sexual-orientation, religion, age, national or ethnic origin, disability status, marital status, or genetic information.
- **Physical or Financial Harm:** The use of any of its services for causing any physical or financial harm to any other individual or entity. This includes, but is not limited to, facilitating unauthorized access to protected systems, or damaging infrastructure.
- **Misuse of Financial or PII Data:** The use of any of its services for fraud, theft, misappropriation of data, or otherwise misuse financial, personal, or other sensitive information.
- **Harassment or Stalking:** The use of any of its services to harass or stalk any individual as defined by applicable law.
- **Obscenity, Pornography, or Sexually Explicit Material:** The use of any of its services to improperly access or view obscene, pornographic, or otherwise sexually explicit material.
- **Extortion:** The use of any of its services to engage in blackmail, extortion, or for otherwise inappropriate purposes.
- **Copyright Infringement:** The use of any of its services to violate copyright, or any other applicable intellectual property law.

9.14 Fees. (A) For those Customers purchasing a paid Service directly from Recorded Future, fees are specified on the Order Form. Customer agrees to pay any pre-approved reasonable travel and living expenses incurred in connection with the provision of services under a statement of work or Order Form. Unless otherwise set forth on the Order Form, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are net thirty (30) days from the date of receipt of invoice. Customer shall be responsible for all taxes, duties and similar charges on the fees, except for taxes on Recorded Future's income unless a valid exemption is provided. Customer shall pay interest on all late payments at the lesser of (a) 1.5% per month, or (b) the highest rate

permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Recorded Future for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

(B) For those Customers purchasing a paid Service via a Reseller, fees are as specified in the applicable Order Form between Customer and the Reseller. Customer and/or Reseller shall be responsible for all taxes, duties and similar charges on the fees, except for taxes on Recorded Future's income. To the extent that Reseller does not pay Recorded Future all applicable fees when due for Customer's access and use of the Service, due to Customer's failure to pay Reseller, such failure shall be deemed a material breach of this Agreement by Customer.

(C) Recorded Future reserves the right to impose fees, or other limitations (including upload and/or rate limits), on any offerings that are currently offered free of charge, including Hatching, with prior notification of the User.

(D) For any transactions hereunder in which payment is made by paper check, Customer agrees to pay an administrative fee equal to one percent (1%) of the total transaction amount ("Check Fee") as a processing fee. By submitting a payment via paper check, Customer agrees to the Check Fee as a condition of payment.

9.15 Interpretation. 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 instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive. The parties hereto agree they expressly require the agreement to be entered between them, together with all related documents (including this Agreement), drawn up, executed and distributed in the English language only. Les parties aux présentes conviennent expressément que le contrat qu'ils concluront entre eux, ainsi que tous les documents connexes ou qui s'y rattachent, soient entièrement rédigés, signés et distribués en Anglais seulement.

9.16 SecurityTrails. This Agreement shall apply to, and "Service" includes without limitation, any services offered by SecurityTrails, LLC, including those made available through SecurityTrails.com, DNSTrails.com, the Forensics API, and any other software or services offered by SecurityTrails.

9.17 Triage. (A) This Agreement shall apply to, and "Service" includes without limitation, any services offered by Hatching, including Triage, and any other software or services offered by Hatching.

(B) The following definitions shall apply to Hatching's offerings:

- "Analysis Results" shall mean at least the following, but is not limited to the following:
 - video of how the system works and/or instant screenshots; process tree with details of each process;
 - details of file system changing (newly created, deleted and modified files);

- network activity (HTTP/HTTPS requests or replies, all network connections, the content record of all connections);
 - indicators meaning the conclusions on each item (behavior analyze on a particular factor);
 - static analysis meaning the processing result of all newly created, modified files as well as content downloaded from the network, preview in the form of text, pictures, or data in hexadecimal form.
- “Malware” malicious and/or damaging software or URLs linking to such software, including but not limited to computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs, code, or indicators such as DNS indicators.
 - “Individual User” shall mean any registered user who has signed up for an Individual License for the Service, available through the Site. For clarity, each individual may only have one Individual License at any one time unless explicitly approved in writing by Recorded Future.
 - “Individual License” shall mean a license that provides the user with the ability to, non-commercially, use our Service through the Site’s interface. Results of all Analysis performed under an Individual License will be made publicly available, and may be distributed by Recorded Future elsewhere.
 - “Researcher” shall mean any registered user who has signed up for a Researcher License for the Service, available through the Site.
 - “Researcher License” shall mean a license that provides the user with the ability to, non-commercially, use our Service through the Site’s interface, as well as via the API. Results of all Analysis performed under a Researcher License will be publicly available, and may be distributed by Recorded Future elsewhere. Use of the Service under a Researcher License is limited by our fair use policy.
 - “Site” shall mean Tria.ge, or other associated websites, as managed by Hatching.
 - “Company Use” shall mean any registered user who has signed up for a Company License for the Service, available through the Site, or has been invited to be included under a pre-existing Company License.
 - “Company License” shall mean a license that provides the user(s) the ability to, commercially, use our Service through the Site’s interface, as well as via the API. Use of the Service under a Company License is governed by these Terms if no individual (superseding) services agreement between Hatching or Recorded Future and the respective company has been put in effect.

Any Individual, Researcher, or other User that intends to use Hatching for commercial purposes must first notify Recorded Future in writing at [hatching-support \[at\] recordedfuture \[dot\] com](mailto:hatching-support@recordedfuture.com) regarding any such use. Recorded Future reserves the right to impose fees for any such commercial usage at any time.

(C) Customer acknowledges that Customer Data submitted to Hatching may be analyzed, published, and shared publicly, or with other third parties, as part of providing the service. Neither Recorded Future nor Hatching shall be responsible for the content or information which may incidentally appear in such submissions or be included in automatically-generated reports.

(D) All Analysis Results (or parts thereof) generated via the Service are protected intellectual property of Recorded Future.

(E) ANALYSIS RESULTS OF ALL CONTENT SUBMITTED BY USERS WITH EITHER AN INDIVIDUAL LICENSE OR A RESEARCHER LICENSE ARE PUBLIC. ALL OTHER ANALYSIS RESULTS SHALL BE PUBLIC.

(F) For those with Individual or Researcher Licenses that upload samples in bulk, Recorded Future holds the right to prioritize submissions at its sole discretion.

9.18 Third-Party Content and/or Software. (A) The Service, and its Output, may include references or hyperlinks to other web sites or content or resources or email content. Recorded Future has no control over any web sites or resources which are provided by such third-parties. Customer acknowledges and agrees that Recorded Future is not liable for any loss or damage which may be incurred by Customer or other users as a result of the availability of those external sites, content, or resources, or as a result of any reliance placed by Customer on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

(B) The Services may incorporate certain third-party software, which is licensed subject to the terms and conditions of the third party licensing such third party software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such third-party software.

9.19 Attack Surface Intelligence Module. If your use of the Services includes the Attack Surface Intelligence Module, or related functionality, you hereby agree and consent that, upon your request, Recorded Future may perform non-intrusive scans of your external attack surface, including application and network penetration and vulnerability assessments potentially involving the following components: (A) threat identification (i.e., known vulnerabilities in hardware or software, in the system or application, and in required network services); (B) penetration and vulnerability analysis, testing and scanning; (C) assessment of the potential exploits and impacts; and (D) safeguard analysis such as code revisions, patches, fixes, configuration changes and compensation or other controls. When performing such non-intrusive scans, Recorded Future will exercise reasonable efforts to avoid disruption to your external infrastructure, and you hereby agree that Recorded Future will not be liable for any such disruptions.

9.20 Takedown Offerings. If your use of the Services includes takedown services as part of our Brand Intelligence Module, then you hereby authorize Recorded Future and our subcontractors and other third party service providers to serve as your agent when submitting takedown requests to the applicable entities. We respond to specific claims of



copyright infringement by intellectual property owners or their approved agents, provided that sufficient information is given to substantiate such claims.

Consequently, Customer represents and warrants that it is the owner of the intellectual property that is the subject of the takedown, or is otherwise authorized to submit takedown requests for such intellectual property as the agent of the intellectual property owner. Furthermore, Customer agrees to comply with the Digital Millennium Copyright Act ("DMCA") of 1998 with regards to takedowns and represents and warrants that all information provided by Customer in a takedown request provided to Recorded Future, its subcontractors, and/or third party service providers will be in accordance with the DMCA and that such takedown request is due to unauthorized use of Customer's intellectual property or the intellectual property of the owner for which it is an agent. Notwithstanding Section 7 (Limitation of Liability), Recorded Future, its subcontractors, and its third party service providers will have no liability for any takedowns that are requested by Customer except for the willful misconduct of Recorded Future, its subcontractors, or its third party service providers. If Customer is requesting a takedown on behalf of an affiliate or as the agent of another party, Customer represents and warrants that it has the authority to do so and will indemnify Recorded Future, its subcontractors, and its third party service providers from any and all claims arising out of takedowns initiated and/or performed on behalf of such affiliates and/or other party.

9.21 Survival. Any obligations that have accrued prior to termination or expiration, and the following provisions of this Agreement, shall survive any termination or expiration hereof: Definitions, Recorded Future Entities, Introduction, Sections 1(B) and Sections 2 through 9.

IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE SERVICE AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH RECORDED FUTURE, DO NOT HAVE SUCH AUTHORITY, OR YOU ARE BARRED FROM USING OR RECEIVING THE SERVICE UNDER APPLICABLE LAW.

EFFECTIVE DATE: April 11, 2025