Contents

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 bone 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.

AttackIQ Terms of Use

Latest version available here: AttackIQ Enterprise End User License Agreement - AttackIQ

AttackIQ EULA

If you contracted online with AttackIQ before August 21, 2019, or renewed that contract prior to August 21, 2019, your use of the Service will be governed by the previous version of the EULA located at attackiq.com/archive_2019_EULA.

If you contracted online with AttackIQ between July 9, 2023 and August 21, 2019, or renewed that contract on or before July 9, 2023, your use of the Service will be governed by the previous version of the EULA located at attackiq.com/archive_2023_EULA.

For all AttackIQ Enterprise customers who contract online with AttackIQ, including any customers renewing a contract with AttackIQ on or after July 10, 2023, your use of the AttackIQ Solution will be governed by the AttackIQ Enterprise Agreement displayed below.

If you are using AttackIQ Ready! or AttackIQ Flex, please refer to the AttackIQ Flex and Ready! EULA.

Customer's use of the AttackIQ Solution will be governed by the AttackIQ Enterprise Agreement displayed below.

PLEASE READ THIS ATTACKIQ ENTERPRISE AGREEMENT CAREFULLY. THIS ATTACKIQ ENTERPRISE AGREEMENT, TOGETHER WITH THE QUOTE, IS A BINDING CONTRACT FOR THE USE OF THE ATTACKIQ SOLUTION.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS ATTACKIQ ENTERPRISE AGREEMENT THEN DO NOT ACCESS OR USE THE ATTACKIQ SOLUTION.

This AttackIQ Enterprise Agreement is entered into by **AttackIQ, Inc.** a Delaware corporation ("AttackIQ") and the undersigned customer ("Customer").

Section 1—Agreement; Overview.

1.1 Agreement.

This AttackIQ Enterprise **Agreement made between Customer and AttackIQ** governs the quote for the AttackIQ Solution prepared for Customer ("Quote") and includes Attachment 1 (Additional Definitions), Attachment 2 (Priority Support Services) and Attachment 3 (AttackIQ Enterprise Professional Services) (collectively, the **"Agreement"**). **This Agreement grants Customer a limited license to use the AttackIQ Solution and Content Library.**

1.2 Overview.

Subject to the terms of the Agreement, AttackIQ will provide the Service to Customer. The

Service provides guidance intended to assist Customer in demonstrating the capabilities, readiness and efficacy of its security technologies, identifying evidence of gaps in security that require remediation, and ultimately, demonstrating improvements in its security program over time.

Section 2—Hosted Services Access; License Grants.

2.1 Access.

Subject to the terms of this Agreement, AttackIQ will use commercially reasonable efforts to provide access to the Hosted Service according to the Documentation.

2.2 License Grants.

(a) Agent. In order to access the Hosted Service Customer first must deploy the Agent. Subject to the terms of this Agreement, AttackIQ grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the Term to install, reproduce and use the Agent, solely for the Purpose. Customer may install the Agent on machine endpoints Customer owns or controls, up to the maximum number indicated on the Quote.

(b) Documentation and Content Library. Subject to the terms of this Agreement, AttackIQ grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the Term to: (i) reproduce and use the Documentation and Content Library solely for the Purpose and (ii) enhance and modify the Content Library solely for the Purpose, provided that Customer delivers each modification and enhancement to AttackIQ promptly. Customer may make a reasonable number of copies of the Documentation for backup and disaster recovery purposes during the Term, provided that Customer also reproduces on such copy any copyright, trademark or other proprietary markings and notices contained in the AttackIQ Solution.

2.3 Delivery.

AttackIQ and Customer agree that the Agent, Documentation and Content Library shall be delivered to Customer only electronically.

2.4 Changes to Hosted Service and Content Library.

AttackIQ may modify, enhance or remove features or functionality of the Hosted Service from time to time. If the changes materially reduce the overall functionality, usability and capability of the Hosted Service, then Customer shall have the right to terminate the Agreement and AttackIQ shall refund Customer any unused pre-paid fees on a pro rata basis for the remaining Term following the effective date of termination by Customer. AttackIQ will issue this refund within thirty (30) days of Customer's termination of the Agreement. Customer acknowledges that security vulnerabilities and security threats change constantly and this in turn may result in changes to the Content Library.

2.5 System Security.

AttackIQ will take commercially reasonable technical and organizational measures

designed to secure its computer networks and the AttackIQ Solution from unauthorized access, use, alteration or disclosure. AttackIQ shall not be liable for unauthorized third-party access to its computer networks or the AttackIQ Solution, except to the extent caused by AttackIQ's negligence or willful misconduct.

2.6 Limitations.

Customer shall use the AttackIQ Solution and Content Library only according to the Documentation, use commercially reasonable efforts to prevent unauthorized access to or use of the AttackIQ Solution and Content Library, and promptly notify AttackIQ of any unauthorized access or use of the AttackIQ Solution or Content Library. Customer is responsible for each User's compliance with the Agreement.

2.7 Restrictions.

Customer may not use the Service or Content Library in any manner or for any purpose other than the Purpose and as expressly permitted by this Agreement. Customer shall not, and shall not permit or enable any third party to: (a) sublicense, distribute or otherwise grant access to or transfer the AttackIQ Solution or the Content Library to any third party (except as permitted in the Subsection entitled Assignment), (b) alter, create derivative works of or otherwise modify the AttackIQ Solution (except to the extent applicable laws specifically prohibit such restriction), (d) use the Service or Content Library to damage or circumvent the security of any other party's network or data, (e) perform or disclose the results of stress tests or benchmarking testing of the AttackIQ Solution, provided that Customer may compare the AttackIQ Solution to other products for its internal purposes, or (f) use the AttackIQ Solution to build a competitive product or service.

Section 3—AttackIQ Enterprise Professional Services; Monthly Report.

3.1 AttackIQ Enterprise Professional Services.

AttackIQ will provide professional services: (a) in collaboration with Customer to identify a list of Customer's security controls to be tested or threat actors to be emulated, or both and (b) to perform these tests and assessments on the in-scope resources of Customer (the "**AttackIQ Enterprise Professional Services**"). The AttackIQ Enterprise Professional Services are further described at Attachment 3.

3.2 AttackIQ Enterprise Reporting.

During the Term, AttackIQ will provide Users with a monthly report outlining the in-scope testing performed and the results of the completed battery of assessments run pursuant to Section 3.1 (the "**AttackIQ Enterprise Report**"). AttackIQ will deliver the AttackIQ Enterprise Report to Users only electronically.

3.3 Limitations.

Customer may not use the AttackIQ Enterprise Report in any manner or for any purpose other than the Purpose. The AttackIQ Enterprise Report follows a defined testing method, based on industry vulnerability standards, to identify weaknesses, vulnerabilities and exploits, on the in-scope resources being tested. A weakness, noncompliance issue or

vulnerability may not be discovered if evidence of it is not encountered by AttackIQ, or if it is a new, unknown or unlikely weakness, vulnerability or exploit.

Section 4—AttackIQ Solution Support Services.

Subject to Customer's payment obligations under this Agreement, AttackIQ will provide the maintenance and support services for the AttackIQ Solution described at Attachment 2 (the "Support Services") for no additional charge. Only AttackIQ shall have the right to maintain and support the AttackIQ Solution.

Section 5—Customer Data.

5.1 License Grant.

Customer is solely responsible for the content of the Customer Data including any claims related to the Customer Data. Subject to the terms of the Agreement, Customer hereby grants to AttackIQ a non-exclusive, royalty-free, worldwide license to, and to permit AttackIQ's business partners (including but not limited to its hosting partners) to, use, copy, modify, perform and display the Customer Data during the Term, solely for the Purpose.

5.2 Data Security and Privacy.

(a) Security. AttackIQ shall maintain appropriate security for the Customer Data, consistent with the security standards AttackIQ uses to protect its Confidential Information and consistent with industry technical and organizational standards to protect against unauthorized processing and accidental loss or damage of the Customer Data.

(b) Limited Use. AttackIQ will use the Customer Data solely for the purpose of providing the Service to Customer. AttackIQ will permanently and irrevocably delete all Customer Data stored by AttackIQ or its cloud hosting provider, or both, **within twenty (20) days of a written request to do so from Customer, or as otherwise required by law.**

(c) Personal Data. If Customer provides Personal Data to AttackIQ under this Agreement, then AttackIQ shall comply with U.S. and European Union federal, national and state laws related to data privacy in effect during the Term of this Agreement where the Personal Data data subject resides, including to the extent applicable, the California Consumer Privacy Act of 2018, Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code ("CCPA") and the laws of the European Union member states under the General Data Protection Regulation ("GDPR"). AttackIQ and its subprocessors are expressly prohibited from: (i) selling Personal Data for monetary or other valuable consideration, (ii) sharing, collecting, retaining, using, or disclosing Customer Personal Data for any purpose, other than the express purpose of providing the Professional Services and AttackIQ Enterprise Report to Customer. AttackIQ acknowledges and confirms that it does not receive any Personal Data as consideration for any services or products that it provides to Customer under this Agreement.

Section 6—Proprietary Rights, Additional License Grants, Obligations and Restrictions.

6.1 Proprietary Rights.

(a) The AttackIQ Solution and Content Library are the exclusive property of AttackIQ and constitute valuable intellectual property and proprietary materials of AttackIQ. Subject to the limited rights expressly granted in this Agreement, AttackIQ reserves all right, title and interest in and to the AttackIQ Solution and Content Library and all derivative works thereof, including all Intellectual Property Rights. For clarity, AttackIQ owns all enhancements and modifications to the Content Library. No rights are granted to Customer except as expressly set forth in this Agreement.

(b) As between the Parties, the Customer Data is the exclusive property of Customer and constitute valuable intellectual property and proprietary materials of Customer. The AttackIQ Enterprise Report is the exclusive property of Customer and constitute valuable intellectual property and proprietary materials of Customer; provided, however, that AttackIQ retains ownership of generic template text included in the AttackIQ Enterprise Report that AttackIQ makes generally available to AttackIQ customers. Subject to the limited rights expressly granted in this Agreement, Customer reserves all right, title and interest in and to the Customer Data and AttackIQ Enterprise Report, including all Intellectual Property Rights. No rights are granted to AttackIQ except as expressly set forth in this Agreement.

6.2 Feedback.

Customer hereby grants to AttackIQ a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, license to use and incorporate into the Service suggestions, comments, improvements, ideas or other feedback or materials provided by Customer (the "Feedback"). AttackIQ will exclusively own any improvements or modifications to the Service based on or derived from any Feedback including all Intellectual Property Rights in and to the improvements and modifications.

6.3 Trademarks.

AttackIQ owns all right, title and interest in and to the AttackIQ Marks and any goodwill arising out of the use of the AttackIQ Marks will remain with and belong to AttackIQ. Customer may not copy, imitate or use the AttackIQ Marks without the prior written consent of AttackIQ. Customer shall not remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the AttackIQ Solution. Customer will not in any way dispute, challenge or contend the validity of the AttackIQ Marks or any trademark, service mark or copyright registration owned by AttackIQ.

6.4 Compiled Data.

AttackIQ may compile statistical information concerning the existence of generic security vulnerabilities and other security risks obtained as a result of the Professional Services that are not specific to Customer or its clients ("Compiled Data"), and may use the Compiled Data to analyze security threat trends and patterns. For clarity, the Compiled

Data shall not include any Customer Confidential Information, any references to Customer or its clients or any other information that would identify Customer or its clients.

Section 7—Payments.

7.1 Amount.

In exchange for the right to receive the Service, Customer agrees to pay the amounts specified in the applicable Quote (the "Fee"). The Fee does not include taxes and Customer shall be responsible for all such taxes, levies or duties associated with this Agreement, other than taxes based on AttackIQ's net income; except that if the Service is taxable in the jurisdiction where Customer is located, and if AttackIQ is registered in this jurisdiction to collect sales tax, then AttackIQ will include Customer's sales tax on the invoice.

7.2 Payment.

The Fee is payable in full, in advance for the Initial Term and any Renewal Term, unless the Quote provides otherwise. AttackIQ may impose interest on late payments of undisputed invoices at the lower of 1.5% per month, or the maximum rate allowable by applicable law. Customer's payment of the Fee is not contingent on the delivery of future functionality. All invoices are payable net thirty (30) days from date of invoice in United States Dollars. Except as explicitly provided in this Agreement, all payments are non-refundable.

7.3 Invoice Disputes.

Customer must notify AttackIQ of any invoice dispute within thirty (30) days of the date of the applicable invoice and shall cooperate with AttackIQ in good faith in resolving any such dispute. If the Parties are unable to resolve such dispute within thirty (30) days after Customer's notice of the dispute each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity. For clarity, any undisputed amount must be paid in full. AttackIQ may accept any payment in any amount without prejudice to AttackIQ's right to recover the balance of any amount due or to pursue any other right or remedy. Customer shall pay all of AttackIQ's reasonable fees, costs and expenses (including reasonable attorneys' fees) if legal action is required to collect outstanding undisputed balances.

Section 8—Term and Termination; Suspension.

8.1 Term.

This Agreement commences on the Start Date listed on the Quote and shall continue in effect until the End Date listed on the Quote (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive periods equal to the Initial Term (each, a "Renewal Term"), unless Customer gives written notice of non-renewal to AttackIQ at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and the Renewal Term(s) (if any) are referred

to collectively as the “Term”.

8.2 Termination for Material Breach.

If either Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after written notice by the non-breaching Party (fifteen (15) days in the case of non-payment), then the non-breaching Party may terminate this Agreement immediately upon notice.

8.3 Suspension of Hosted Service.

In the event that AttackIQ reasonably concludes that there is a significant threat to the security or functionality of the AttackIQ Solution, then AttackIQ may suspend Customer’s access to the Hosted Service without advanced notice in addition to and without prejudice to any other remedies AttackIQ may have, until AttackIQ identifies the cause of the threat or resolves the threat, but not to exceed ten (10) days.

8.4 Effect of Termination.

(a) In General. In the event of any termination or expiration of this Agreement: (i) all of Customer’s rights under this Agreement will immediately terminate, (ii) the licenses granted in this Agreement will terminate, (iii) all Users will immediately cease any access or use of the AttackIQ Solution, (iv) Customer promptly shall uninstall the AttackIQ Solution software from each machine; and (v) Customer shall pay in full for the Professional Services performed up to and including the effective date of termination. Customer may retain a reasonable number of copies of reports generated by the AttackIQ Solution solely for its archival purposes after this Agreement terminates or expires, provided that Customer also reproduces any copyright, trademark or other proprietary markings and notices on the report.

(b) Deletion of Customer Data. Consistent with Section 5.2, AttackIQ will permanently and irrevocably delete all Customer Data stored by AttackIQ or its cloud hosting provider, or both, within twenty (20) days of the date of termination or expiration of this Agreement, if requested to do so in writing by Customer.

(c) Survival. Provisions of this Agreement that by their nature are intended to survive, will continue to apply in accordance with their terms including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity obligations, limitations of liability and the miscellaneous provisions of the Section entitled **Miscellaneous.**

8.5 Remedy.

If Customer terminates this Agreement due to material breach by AttackIQ under Subsection 8.2, then AttackIQ shall refund any pre-paid fees on a pro rata basis for the remaining Term within thirty (30) days of Customer’s termination. However, this remedy shall not apply in the case of a breach of the Subsection entitled Support and Professional Services Warranty.

Section 9—Confidential Information.

9.1 Confidentiality Generally.

If the Parties have entered into a Non-Disclosure Agreement (**"NDA"**), this Agreement incorporates the NDA. If the Parties have not signed an NDA, then the Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. All Customer Data and Personal Data is the Confidential Information of Customer. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser.

9.2 Exceptions.

This Section 9 will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement, (b) any use or disclosure required by applicable law (for example, pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure), or (c) any use or disclosure made with the written consent of the Discloser.

Section 10—Limited Warranties and Remedies.

10.1 Mutual Warranties.

Each Party hereby represents and warrants to the other Party that (a) the individual executing this Agreement on behalf of such Party is duly authorized to execute this Agreement on its behalf, and (b) this Agreement is a valid and binding obligation of such Party and enforceable against such Party in accordance with its terms.

10.2 AttackIQ Solution Warranty.

AttackIQ warrants to Customer that during the first thirty (30) days of the Initial Term the AttackIQ Solution will perform in all material respects in accordance with the Documentation. Customer's sole and exclusive remedy and AttackIQ's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming component of the AttackIQ Solution so that the affected component operates as warranted or, if AttackIQ is unable to do so, terminate the license for the AttackIQ Solution and refund any pre-paid fees for the AttackIQ Solution on a pro rata basis for the remaining Term.

10.3 Support and Professional Services Warranty.

AttackIQ represents and warrants that during the Term, the Support Services and Professional Services will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. **Customer's sole and exclusive remedy and AttackIQ's entire liability for a breach of the foregoing warranty is to reperform the Support Services or Professional Services.**

10.4 No Malicious Code Warranty.

AttackIQ warrants to Customer that during the Term: (a) AttackIQ applies industry standard tools to identify and eliminate viruses and other malware prior to delivering the Agent software to Customer; and (b) to AttackIQ's knowledge, all Agent software delivered to Customer shall be free of: (i) functions or routines that are designed to surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the AttackIQ Solution, (ii) undisclosed "time bombs", time-out or deactivation functions or other means designed to terminate the operation of the AttackIQ Solution (other than at the direction of the user), (iii) "back doors" or other means designed to allow remote access and/or control a Customer's networks; and (iv) any codes or keys designed to have the effect of disabling or otherwise shutting down all or any portion of the AttackIQ Solution or limiting its functionality.

10.5 Exceptions.

The warranties in Subsections 10.2 through 10.4 do not apply to: (a) any component of the AttackIQ Solution that has been used in a manner other than as set forth in the Documentation and authorized under this Agreement, to the extent such improper use causes the AttackIQ Solution, Support Services or Professional Services to be nonconforming or (b) Force Majeure or any other type of catastrophic damage. Any claim submitted under Subsections 10.2 through 10.4 must be submitted in writing to AttackIQ during the warranty period.

10.6 Disclaimers.

AttackIQ does not warrant that the AttackIQ Solution is free from bugs, errors, defects or deficiencies. AttackIQ does not provide any warranties regarding the Content Library and disclaims all liability for the Content Library and actions taken in connection with the Content Library by any party other than AttackIQ. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, ATTACKIQ MAKES NO WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES THAT THE DISCLAIMERS IN THIS SECTION 10 ARE A MATERIAL PART OF THIS AGREEMENT, AND ATTACKIQ WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH DISCLAIMERS.

Section 11—Indemnification.

11.1 IP Indemnification by AttackIQ.

(a) AttackIQ will, at its expense, either defend Customer from or settle any claim, suit or proceeding ("Claim") brought by a third party against Customer alleging that Customer's use of the portions of the AttackIQ Enterprise Report provided by AttackIQ in accordance with this Agreement or Customer's use of the AttackIQ Solution in accordance with this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or trade secret intellectual property rights.

(b) AttackIQ will indemnify Customer from and pay: (i) all damages, costs and attorneys' fees finally awarded against Customer in a Claim under Subsection 11.1(a), (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Subsection 11.1(a) (other than attorneys' fees and costs incurred without AttackIQ's consent after AttackIQ has accepted defense of the Claim); and (iii) all amounts that AttackIQ agrees to pay to any third party to settle a Claim under Subsection 11.1(a). Further, should the AttackIQ Solution or AttackIQ Enterprise Report become, or in AttackIQ's opinion is likely to become, the subject of a claim of infringement or misappropriation AttackIQ may, at its option and expense: (i) obtain a license to permit Customer to continue using the AttackIQ Solution or AttackIQ Enterprise Report according to the terms of this Agreement, (ii) modify or replace the relevant portion(s) of the AttackIQ Solution or AttackIQ Enterprise Report with a non-infringing or non-misappropriating alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement by providing notice to Customer, and provide Customer with a refund of any pre-paid fees for the AttackIQ Solution or AttackIQ Enterprise Report on a pro rata basis for the remaining Term.

(c) AttackIQ's indemnity obligation will not apply to the extent any infringement or misappropriation arises as a result of: (i) Customer Data included in the AttackIQ Enterprise Report, (ii) a combination of the AttackIQ Solution with software or systems not provided by AttackIQ, (iii) any failure of Customer to comply with this Agreement, (iv) modification of the AttackIQ Enterprise Report by any party other than AttackIQ or (v) Client's use of a superseded version of a AttackIQ Enterprise Report, if the infringement could have been avoided by using the latest version of the AttackIQ Enterprise Report.

11.2 Indemnification by Customer.

(a) Customer will, at its expense, either defend AttackIQ from or settle any Claim brought by a third party against AttackIQ caused by or arising out of: (i) Customer Data or (ii) an assertion that Customer has violated Subsection 2.7 (Restrictions).

(b) Customer will indemnify AttackIQ from and pay: (i) all damages, costs and attorneys' fees finally awarded against AttackIQ in a Claim under Subsection 11.2(a), (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by AttackIQ in connection with the defense of a Claim under Subsection 11.2(a) (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of the Claim); and (iii) all amounts that Customer agrees to pay to any third party to settle a Claim under Subsection 11.2(a).

11.3 Process.

The indemnified Party will promptly notify the indemnifying Party of any claim subject to this Section 11, but the indemnified Party's failure to promptly notify the indemnifying Party will only affect the indemnifying Party's obligations under this Section 11 to the extent that such failure prejudices the indemnifying Party's ability to defend the Claim. The indemnifying Party may: (a) use counsel of its own choosing to defend against any Claim; and (b) settle the Claim as the indemnifying Party deems appropriate (except that the indemnifying Party may not settle any Claim unless the settlement unconditionally releases the indemnified Party of all liability related to the Claim). The indemnified Party shall provide the indemnifying Party, at the indemnifying Party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim.

Section 12—Limitations of Liability.

12.1 By Type.

EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY) OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY or any third party FOR ANY consequential, INDIRECT, SPECIAL, INCIDENTAL, REMOTE, SPECULATIVE, COVER, PUNITIVE or exemplary DAMAGES, (including loss of use, data, business or profits) regardless of the theory of liability or whether the liable Party HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES.

12.2 By Amount Generally.

EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY) OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) **IN NO EVENT will either Party be liable for aggregate damages in excess of the fees PAID OR PAYABLE BY CUSTOMER TO ATTACKIQ UNDER THIS AGREEMENT,** regardless of the theory of liability or whether the liable Party HAS BEEN ADVISED OF THE POSSIBILITY OF such DAMAGES**.**

12.3 By Amount for Certain Matters.

EACH PARTY'S AGGREGATE LIABILITY FOR BREACH OF SECTION 9 (CONFIDENTIALITY) AND ITS OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) **SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000).**

12.4 Exclusions.

No limitation of liability in this Agreement, whether through the exclusion of certain types of damages, a cap on the amount of damages, or other limitation, applies to either Party's liability for violation of the other party's intellectual property rights, gross negligence, intentional misconduct, death or personal injury.

12.5 Allocation of Risk.

The Parties agree that the limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each Party acknowledges that the foregoing limitations are an essential element of this Agreement and a reasonable allocation of risk between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

Section 13—Disputes.

13.1 Informal Dispute Resolution.

If a dispute arises between the Parties, then the Parties will use reasonable efforts to resolve the dispute through negotiation. If such negotiations result in an agreement in principle to settle the dispute, the Parties shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

13.2 Unresolved Disputes; Waiver of Jury Trial.

Upon the Parties' mutual written agreement, any dispute under the Agreement may be submitted for resolution to mediation to occur at a mutually agreed upon location. The Parties reserve all rights to adjudicate any dispute not submitted to mediation hereunder, in any court of competent jurisdiction located in in Santa Clara County, State of California, USA; provided, however, that each Party hereby waives the right to a trial by jury in any such action.

13.3 Exception for Injunctive Relief.

The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to the dispute resolution process described above and any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

Section 14—Miscellaneous.

14.1 Logo Use.

AttackIQ may use Customer's name and logo in listings of AttackIQ's customers on the website located at www.AttackIQ.com and in other public statements or disclosures for the purposes of marketing the AttackIQ Solution. Customer may request that AttackIQ cease or modify any use of Customer's name or logo that is misleading or tends to dilute Customer's brand.

14.2 Force Majeure.

AttackIQ shall not be responsible for any failure to perform under this Agreement which is

due to causes beyond its control including, without limitation, problems with the Internet or Customer's hardware or software, third-party interference, network failure, wars, civil disturbance, court order, legislative or regulatory action, catastrophic weather conditions, pandemic, power or utility failure, or acts of God.

14.3 Export.

The AttackIQ Solution and related technology are subject to applicable United States export laws and regulations. Customer must comply with all applicable United States and international export laws and regulations with respect to the AttackIQ Solution and related technology. Without limitation, Customer may not export, re-export or otherwise transfer the AttackIQ Solution or related technology, without a United States government license: (a) to any person or entity on any United States export control list, (b) to any country subject to United States sanctions, or (c) for any prohibited end use.

14.4 Anti-corruption.

Customer has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any AttackIQ personnel or agents in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Customer becomes aware of any violation of the above restriction, Customer will promptly notify AttackIQ at support@attackiq.com.

14.5 Independent Contractors.

Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

14.6 No Third Party Beneficiaries.

This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

14.7 Assignment.

Except as set forth in this Subsection, neither Party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other Party's prior written consent. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate, or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.

14.8 Applicable Law.

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed entirely within California between California residents, without regard to conflicts of law principles. In such case, the sole and exclusive personal jurisdiction and venue for any legal proceedings in connection with this Agreement shall be in the California State Courts located in Santa Clara County and the U.S. District Court for the Northern District of California. The Parties waive any objections related to such jurisdictions and venues. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

14.9 Notice.

Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notices required by this Agreement will be in writing and given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified on the Quote (or such other address as may be specified in writing in accordance with this Subsection).

14.10 Additional Definitions.

See Attachment 1.

14.11 Entire Agreement.

This Agreement, including any attachments and exhibits constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Quote, (ii) this AttackIQ Enterprise Agreement and (iii) the Documentation. No modification, amendment, or waiver of any provision of this Agreement will be effective unless it exists in writing and is signed by the Party against whom the modification, amendment, or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Attachment 1

Additional Definitions

***"Agent"* means Authoriz**

"***AttackIQ Marks***" means any trademarks, service marks, service or trade names, logos, and other designations of AttackIQ.

"AttackIQ Solution" means the AttackIQ proprietary threat intelligence solution for computer software and systems described on the Quote. The AttackIQ Solution is comprised of the Agent, the Hosted Service, the Documentation and any Updates to the

foregoing.

*"**Confidential Information**"* means any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser's technology, software documentation, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs). However, Confidential Information does not include any information that: (a) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement, (b) is independently developed by the Recipient, (c) is acquired by the Recipient from another source without restriction as to use or disclosure, or (d) is or becomes part of the public domain through no fault or action of the Recipient. All Customer Data and Personal Data is the Confidential Information of Customer.

"Content Library" means a library of attack scenarios and behaviors used with the AttackIQ Solution to test the security of Customer's software and systems.

"Customer Data" means: (a) data generated by Customer's endpoint that is delivered to the AttackIQ Solution, (b) any other information that Customer is permitted to input into the AttackIQ Solution data fields, (c) other data, including Personal Data, Customer provides to AttackIQ under this Agreement and (d) the contents of the AttackIQ Enterprise Report that are specific to Customer, including information regarding Customer's network security vulnerabilities and security threats.

"***Discloser***" means a Party that discloses any of its Confidential Information to the other Party.

"Documentation" means the documentation describing the AttackIQ Solution accompanying the AttackIQ Solution.

"Hosted Service" means the software-as-a-service portion of the AttackIQ Solution hosted on machines owned or controlled by AttackIQ, as further described on the Quote.

"***Intellectual Property Rights***" means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

"***Party***" means AttackIQ or Customer.

"Personal Data" means any information provided by Customer to AttackIQ used to identify a specific natural person, either alone or when combined with other information that is linkable by AttackIQ to a specific natural person. Personal Data also includes other information provided by Customer to AttackIQ about a specific natural person where the data protection laws in effect in the region where such person resides define this

information as Personal Data.

"Professional Services" means the consulting services described at Attachment 3 (AttackIQ Enterprise Professional Services).

"Purpose" means the limited purpose of evaluating and validating the effectiveness of Customer's own computer network security infrastructure in connection with Customer's ordinary, internal business operations.

"***Recipient***" means a Party that receives any Confidential Information of the other Party.

"Service" means the AttackIQ Solution and the AttackIQ Enterprise Report.

"Updates" means corrections, updates, patches and other modifications to the AttackIQ Solution that AttackIQ makes generally commercially available during the Term.

"User" means Customer's current employees, independent contractors, agents and consultants who are authorized or permitted by Customer to access and use the Service on behalf of Customer; provided that each individual is not: (a) a resident of any country subject to a United States embargo or other similar United States export restrictions, (b) on the United States Treasury Department's list of Specifically Designated Nationals, (c) on the United States Department of Commerce's Denied Persons List or Entity List, or (d) on any other United States export control list.

Attachment 2

Priority Support Services

Basic service level agreement: AttackIQ provides Support Services 24 x 7 x 365

- Unlimited Service Requests and Case Management
- Email, Web & Phone support with Remote Desktop Sessions
- 4 Hour Response Time for Severity 1 Tickets
- 8 Hour Response Time for Severity 2 Tickets
- 2 Business Day Response Time for Severity 3 & 4 Tickets
- Access to all current Hot Fixes and Service Packs
- Access to Major Upgrades and Enhancements
- Proactive Escalation
- Access to In-App Knowledge Base and FAQ
- Identify up to 4 Authorized Contacts

Level	Description
Severity	**Major Impact**

1	An issue that cannot be reasonably circumvented and which is an emergency condition th functions.
Severity 2	**Moderate Impact** An issue that restricts Customer's ability to use one or more features.
Severity 3	**Minor Impact** (Performance/Operational Impact). An issue that restricts the Customer's ability to use or be reasonably circumvented.
Severity 4	**No Issue** A request for general support, installation questions or new feature requests.

Attachment 3

AttackIQ Enterprise Professional Services

{provided on request}