

ZEROFOX, INC. END USER AGREEMENT

This is a binding legal Agreement between you (“**you**” or the “**Customer**”) and ZeroFox, Inc., a corporation having offices at 1834 S. Charles Street, Baltimore MD 21230 (“**ZeroFox**”). This Agreement becomes binding and effective on you when you click the box indicating your acceptance or when you execute an Order for the ZeroFox Platform or Professional Services, either with ZeroFox, or a designated reseller of the ZeroFox Platform or Professional Services (a “Reseller”). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms, “Customer”, “you” or “your” refers to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

You may not access the services if you are our direct competitor. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Platform Use.

1. Subject to the Service Parameters set forth on the applicable Order and this Agreement, ZeroFox grants Customer a limited, non-transferable, and non-exclusive right to access and use, for the subscription length purchased by you (the “**Subscription Term**”), ZeroFox’s proprietary cloud-based software-as-a service security solution hosted on one or more websites designated by ZeroFox (the “Platform”).
 2. You may only access the Platform during the Order Term and may only use the Platform for your internal business purposes.
 3. The Platform may be used only by your employees or contractors who are acting on your behalf in the internal operation of your business (“**Authorized User**”). You shall be fully responsible for compliance with this Agreement by, as well as the acts and omissions of, all Authorized Users who access the Platform under their Authorized User login credentials.
 4. You shall not authorize access to or permit use of the Platform by persons other than Authorized Users. You shall ensure that each Authorized User login credential is used or accessed by no more than one Authorized User. ZeroFox may, at any time and without any liability to you, suspend an Authorized User’s access to the Platform in the event ZeroFox reasonably believes that such Authorized User has violated any provision of this Agreement.
 5. You are responsible for procuring and operating all computer systems, software, and telecommunications services required to meet the minimum technical specifications necessary to access and use the Platform.
 6. Nothing in this Agreement may be interpreted as an implied license to, or to require ZeroFox to deliver a copy of, any software or other product utilized by ZeroFox to provide the Platform.
2. **Documentation.** ZeroFox grants to you a non-exclusive, non-transferable, non-sublicenseable right and license during the Subscription Term to reproduce copies of all then-current Documentation and other technical materials relating to the Platform that are generally made available to ZeroFox’s customers (the “**Documentation**”), solely to exercise the rights granted herein. No right is otherwise granted to distribute, publish, modify, adapt, translate, or create derivative works of the Documentation. You shall accurately reproduce all proprietary notices, including any copyright notices, trademark notices and confidentiality notices that are contained within any copies of the Documentation.

3. **Platform Support and OnWatch™.** ZeroFox will provide Customer with OnWatch™ technical support regarding use of the Platform at the plan level purchased by Customer in the applicable Order ("**Technical Support**"). Customer agrees to provide ZeroFox with reasonable information and assistance to facilitate the provision of Technical Support. Additional support terms can be found at <https://www.zerofox.com/terms-and-transparency/zerofox-services-addendum/> or its successor site and are incorporated by reference. These terms may be amended by ZeroFox in its sole discretion, however, ZeroFox hereby agrees that any such modification will not materially alter the nature of ZeroFox's Technical Support commitments.
4. **Professional Services.** You may also separately purchase Professional Services as part of your use of the Platform or on a stand-alone basis. The Professional Services may be subject to additional terms and conditions set forth in a separately executed statement of work ("**SOW**"), if applicable. ZeroFOX will be under no obligation to perform Professional Services until an Order or SOW in relation thereto, as applicable, has been accepted by ZeroFox. If the Professional Services involve the delivery of any work product, developments, inventions, technology, or materials (collectively, "**Deliverables**") except to the extent that such Deliverables include Customer-owned intellectual property, ZeroFox retains ownership of all Deliverables, including all Intellectual Property Rights therein.
5. **Proprietary Rights; No Implied Licenses.** As between the parties, ZeroFox is the sole and exclusive owner of all right, title and interest in and to the Platform (and underlying software), Documentation, Feedback, and all associated Intellectual Property Rights therein, as well as any and all know-how, processes, methods, specifications, inventions, user interfaces, libraries and other technology and materials of any kind that are used or provided by ZeroFox to Customer or an Authorized User in connection with the use of the Platform and provision of Professional Services. No title to or ownership of any associated Intellectual Property Rights is transferred under this Agreement to Customer and ZeroFox reserves all rights not otherwise expressly granted in this Agreement. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
6. **General Restrictions on Use.** You shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Platform; (b) sell, resell, license, sublicense, rent, lease or distribute any ZeroFox Content or any derivative work thereof; (c) "frame" or "mirror" the Platform or any ZeroFox Content contained therein for the benefit of any third-party; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Platform (except to the extent such restriction is limited under Applicable Law); (e) access or use the Platform, ZeroFox Content, or Documentation or Deliverables for purposes of competitive analysis or the development, provision or use of competing products or services; (f) remove, obscure or alter any proprietary notice related to the Platform or Professional Services; (g) use the Platform to send or store Malicious Code; or (h) use or permit others to use the Platform or Professional Services other than as described in this Agreement, or for any unlawful purpose.

In addition, you will not intentionally: (aa) interfere with other customers' access to, or use of, the Platform; (bb) facilitate the attack or disruption of the Platform, including a denial of service attack, unauthorized access, penetration testing; (cc) intentionally cause an unusual spike or increase in your use of the Platform that negatively impacts the Platform's operation; or (dd) submit any information to the Platform that is not contemplated in the applicable Documentation.

7. TREATMENT OF CONTENT

1. **ZeroFox Content.** As part of your use of the Platform and/or obtaining Professional Services, you will be provided with, or given access to, proprietary content and data that is created ZeroFox or generated by the Platform which includes information such as suspicious URLs and domains, lists

of malware, information about phishing campaigns, indicators of compromise, data feeds, botnet information and other proprietary threat intelligence (collectively, “ZeroFox Content”). ZeroFox grants you a limited, non-exclusive, and non-transferable right during the Order Term to access and use the ZeroFox Content for your internal business purposes solely as part of your use of the Platform and receipt of Professional Services.

2. **Customer Content.** During the Subscription Term, you may provide to ZeroFox certain data, media or content that is uploaded, stored, analyzed, and made available to and through the Platform (collectively, “Customer Content”). ZeroFox does not control and is not responsible for this Customer Content. You are solely responsible for all such content, including its accuracy, completeness, consistency, integrity, legality, reliability, and appropriateness. As between the Parties, Customer owns all right, title, and interest in and to Customer Content, including all associated Intellectual Property Rights. Customer, on behalf of itself and its Affiliates and Authorized Users, hereby grants to ZeroFox a non-exclusive, royalty-free, right and license during the Order Term to use, reproduce, transmit, perform, display, and store Customer Content solely for ZeroFox to fulfill ZeroFox’s obligations hereunder to provide the Platform Subscription and Professional Services.
 - a. You shall provide Customer Content in compliance with applicable laws and shall, at your own expense, obtain all licenses, consents, or other permissions from appropriate third parties as may be necessary for ZeroFox’s, and your use of the Customer Content as contemplated by this Agreement and as necessary to enable you to grant its use.
 - b. In performing its obligations hereunder, ZeroFox will employ appropriate security measures throughout the Order Term, taking into account the nature of the information, data and content processed, in accordance with applicable industry practice to protect Customer Content from accidental loss and from unauthorized access, use, alteration or disclosure. Without limiting the foregoing, ZeroFox will comply with all Applicable Laws including, but not limited to, those with respect to its use of Customer Content comprising Personal Information.
3. **Source Platforms.** The Platform Subscription and Professional Services support access to Source Content, including social media content, posts, blogs, surveys, ratings, reviews, feedback, and other information collected or otherwise obtained from a website owned or operated by a third party (collectively “**Outside Material**”).
 - a. Outside Material may be subject to Intellectual Property Rights or other rights that is owned or controlled by third parties or have legal restrictions and regulations, such as privacy or obscenity laws placed upon it. ZeroFox does not own any Intellectual Property Rights or other rights or licenses in or to the Third-Party Content.
 - b. You acknowledge that, while providing the Professional Services or accessing the Platform, ZeroFox may collect content that may be defamatory, obscene, abusive, contain Malicious Code, and/or otherwise be objectionable.
 - c. To the extent that you use any Third-Party Content outside of the Platform or access a website owned or operated by a third party, you do so at your own risk and shall adhere to any terms of service of the applicable Third-Party Site.
4. **Content Disclaimers.**
 - a. Other than providing the Platform or Professional Services as described in this Agreement and the applicable Order, ZeroFox shall have no obligation to preview,

verify, modify, filter, or remove any Third-Party Content (although ZeroFox may do so in its sole discretion), and ZeroFox shall not be responsible for any failure to remove, or for any delay in removing, harmful, inaccurate, unlawful, or otherwise objectionable Outside Material.

- b. In the event Source Platform ceases to make content available for use as contemplated in this Agreement on terms acceptable to ZeroFox, ZeroFox shall have the right to discontinue provision of any tools to retrieve or access to such content, and/or may discontinue the processing, analysis, storage or provision of access to any such content, without thereby entitling you to any refund, credit, or other compensation, other than a refund of the unearned portion of any fee that was paid to ZeroFox, if any, for actually supplying such access.
- c. ZeroFox does not warrant continuing compatibility and has no support obligations with respect to Source Platforms or Outside Material.

- 5. **Authorization for Take-Down Requests.** If Takedown Requests are requested by Customer, ZeroFox or its Affiliate, will initiate Takedown Requests with the applicable Source Platform. In such case, Customer grants to ZeroFox and its Affiliates for the Order Term a limited, revocable appointment to submit Takedown Requests on behalf of Customer (and any Customer Affiliate and Authorized Users) and agrees to provide written authorizations (substantially similar to the form attached hereto as Exhibit B) upon ZeroFox's reasonable request that ZeroFox or its Affiliate can share with the third-party provider(s) to confirm ZeroFox's or its Affiliate's authority to submit such Takedown Requests. Customer acknowledges and agrees that ZeroFox does not and cannot control the processing of Takedown Requests by Source Platforms or other third-party providers. The Source Platform ultimately determines whether to process a Takedown Request in its sole discretion, thus ZeroFox does not guarantee success of any Takedown Request or provide legal advice with respect to whether a Source Platform will agree to process a Takedown Request.

- 8. **PAYMENT OBLIGATIONS.** Payment Obligations are contained on Your ordering document. All Orders are non-cancellable and fees non-refundable.
- 9. **ZEROFOX PARTNER/RESELLER TRANSACTIONS.** If you purchase from a ZeroFox Partner: (i) ZeroFox is an express third party beneficiary of your agreement with any authorized Partner/Reseller; (ii) Your payment obligations for the Platform or Professional Services will be with the authorized Partner/Reseller, and you will have no direct fee payment obligations to ZeroFOX, provided that ZeroFox may terminate this Agreement if you breach any of your payment obligations to such authorized Partner/Reseller for the Subscription or Support Services; (iii) the terms of this EULA apply to Your use of the Software; and (iv) Any terms agreed to between Customer and the Authorized Partner that are in addition to or inconsistent with this Agreement are solely between Customer and the Authorized Partner. No agreement between Customer and an Authorized Partner is binding on ZeroFox, nor will it have any force or effect with respect to the use of the Platform or ZeroFox's provision of Professional Services.
- 10. **Renewals.** Unless the Customer gives ZeroFox or its Authorized Partner written notice of its intention not to renew an Order regarding a Platform Subscription at least ninety (90) days prior to the Order's then current expiration date, the Order with respect to such Platform Subscription will automatically renew for a Subscription Term of the same duration as the expiring Order Term (each, a "**Renewal Order Term**"). The Parties agree that ZeroFox may increase its applicable prices by up to 7% for a Renewal Order Term.
- 11. **Evaluation Use.** If ZeroFox grants you a right to use any part of the Platform on a trial, evaluation, beta, proof-of-concept, or other free-of-charge basis ("**Evaluation Use**"), then you may only use the Platform on a temporary basis for the period of time limited by ZeroFox as specified in the applicable Order. If there is

no period identified by ZeroFox, such use is limited to ten (10) days. If you do not cease your Evaluation Use by the end of the trial period, ZeroFox will invoice you for the then-current list price for use of the Platform, and you agree to pay such invoice. ZeroFox, in its sole discretion, may stop providing the Evaluation Use at any time, at which point you will no longer have access to any related data, information, and files and must immediately cease using the Platform. You acknowledge that during an Evaluation Use, the Platform (or portion thereof) may not have been subject to ZeroFox's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by ZeroFox, your Evaluation Use will be implemented in special cloud-based instance specifically for evaluation purposes. The Evaluation Use is provided "AS-IS" without technical support or any express or implied warranty or indemnity for any problems or issues, and ZeroFox will not have any liability relating to your Evaluation Use.

12. **TERM AND TERMINATION.** This Agreement will be in effect on the earlier to occur of (i) the effective date set forth on an Order, and (ii) the date on which you click, "Yes, I agree", and continue until the Subscription Term under all Orders have expired, unless terminated sooner as provided herein. The term of this Agreement shall apply to all of your subsequent visits and uses of the Platform. This Agreement will terminate immediately without notice if you materially breach any term or condition herein or fail to pay any undisputed amounts. Upon termination, all rights granted to you under this Agreement will immediately cease. In the event of termination of this Agreement, ZeroFox will have no obligation to store, retain or return Customer Content or Third-Party Content and, unless legally prohibited, may delete Customer Content from its systems. Your restrictions and ZeroFox's rights under this Agreement shall survive any such termination.

13. **CONFIDENTIAL INFORMATION.**

1. As used in this Agreement, "Confidential Information" means any information disclosed by one Party, its Affiliates, or their respective employees, agents, or contractors (the "Discloser") that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (b) third-party information that the Discloser is obligated to keep confidential; (c) Customer Content; and (d) the terms of this Agreement. Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the "Recipient") prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.
2. **Confidentiality and Non-Disclosure.** Each Party reserves any and all right, title, and interest, including any Intellectual Property Rights, that it may have in or to its Confidential Information that it may disclose to the other Party under this Agreement. The Recipient shall 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 shall use less than a reasonable standard of care to protect such Confidential Information. The Recipient shall use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This Section 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, 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; or (c) any use or disclosure made with the consent of the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

14. **System Use Information.** ZeroFox may also use information related to Customer's use of the Platform ("**Analytics**") to provide, evaluate, improve, and promote ZeroFox's products and services, including to provide Customers with insights and other reporting. Except where Analytics are used directly for Customer, ZeroFox shall de-identify Analytics with respect to any Personal Information and shall in no event attribute any Analytics to Customer (or any Authorized User) without Customer's prior written consent.

15. **WARRANTY AND DISCLAIMER.**

1. **Mutual Representations.** Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.
 2. ZeroFox warrants to Customer that, during the Subscription Term: (a) the Platform will perform and provide functionality substantially in accordance with the Documentation, and (b) any changes to the Platform will not materially decrease the functionality of the Platform existing as of the effective date of the applicable Order. ZeroFox's sole liability, and Customer's sole and exclusive remedy, for any breach of the warranties under this Section will be, in ZeroFox's sole discretion and at no charge to Customer to use commercially reasonable efforts to correct the alleged defect or otherwise repair, replace or provide a workaround for the non-conformity.
 3. **Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED OR WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE DOCUMENTATION, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY ZEROFOX ARE PROVIDED "AS IS," AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
16. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING (i) YOUR OBLIGATION TO PAY FEES WHEN DUE UNDER ANY ORDER, (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, AND (iii) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY YOU FOR THE APPLICATION SERVICES DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY

WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

17. **Essential Basis of the Agreement.** The disclaimers, exclusions and limitations of liability set forth hereunder form an essential basis of the agreement between you and ZeroFox that the parties have relied upon and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.
18. **Ordinary Course Providers and Affiliates.** ZeroFox's Platform is a cloud based on-demand service that currently uses commercial hosting services provided by Amazon Web Services, LLC ("**AWS**") and other third-party service providers to assist ZeroFox in providing the Platform to the Customer, and not specifically for just the Customer (collectively, "**Ordinary Course Providers**"). ZeroFox will engage, use, and substitute Ordinary Course Providers and Affiliates as it deems appropriate, but shall remain responsible to Customer for its access to the Platform and the actions and omissions of its Ordinary Course Providers and Affiliates undertaken in connection with this Agreement. For the purposes of this Agreement, providers of Source Platforms and other Outside Material shall not be deemed Ordinary Course Providers
19. **U.S. Government Customers.** The access to the Platform, Professional Services, and Documentation are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Products and those materials. If Customer or any Authorized User is using the Platform or Professional Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer and Customer's Authorized Users must immediately discontinue its use. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
20. **Anti-Corruption and Export Compliance.** Each Party shall, in connection with this Agreement: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, which may include the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("**Export Laws**"), including designating countries, entities and persons in which it would be unlawful to transact business ("**Sanctions Targets**"); and (c) not directly or indirectly export, re-export or otherwise provide access to the Platform to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving services pursuant to this Agreement under Applicable Laws, including Export Laws.
21. **NOTICES.** All legal notices will be given in writing to the addresses in the Order and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.
22. **FORCE MAJEURE.** Except for payments owed hereunder, if a party is prevented from performing its duties under this Agreement as a result of an event of force majeure, its failure to perform will not be considered a breach of this Agreement, and its performance will be excused for the duration of the force majeure. For purposes of this Agreement, an event of "force majeure" refers to an act of god, war, natural disaster and other events beyond all reasonable control of the non-performing party.
23. **ASSIGNMENT; DELEGATION.** This Agreement shall be binding and inure to the benefit of the parties and each of their respective successors and assigns. Except in the event of a sale, merger, or other change in

control event, neither party shall assign this Agreement without the express, prior written consent of the other party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

24. **NO THIRD-PARTY BENEFICIARIES.** The covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
25. **GOVERNING LAW; JURISDICTION.** This agreement will be governed by and interpreted in accordance with the applicable governing law, specified below, based on your primary place of business and, without regard to conflicts of law principles thereof or to the United Nations convention on the international sale of goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of our relating to this Agreement. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of such Court(s) and waives any, (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. to the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim arising out of or connected with this agreement or the subject matter hereof.

Country or Territory	Governing Law	Jurisdiction and Venue
European Economic Area and UK	English Law	London, England
United States and all other countries	Delaware Law	Baltimore, Maryland

26. **Miscellaneous.** This Agreement, together with all Orders, Documentation, is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, questionnaires and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. To the extent that anything in or associated with this EULA is in conflict or inconsistent with a Master Services Agreement (the “**MSA**”) executed between you and ZeroFox, the MSA shall take precedence unless otherwise stated to the contrary in the MSA. Any terms and conditions of any other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the Parties. The failure of ZeroFox to exercise or enforce any condition, term or provision of this Agreement will not operate as a waiver of such condition, term, or provision. Any waiver by either Party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term, or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words “include”, “includes” and “including” are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.