

TERMS AND CONDITIONS OF CYBORG SECURITY SERVICES

These **TERMS AND CONDITIONS of Cyborg Security Services** (the “**Agreement**”), by and between Cyborg Security, Inc., a Delaware corporation, located at 801 International Parkway, Suite 500, Lake Mary, FL 32746 (“**Cyborg**”) and the “**Customer**” indicated on the applicable Order Form is effective as of the effective date indicated in the applicable Order Form (the “**Effective Date**”) and describes the terms and conditions under which Cyborg will provide the Customer with access to cyber threat hunting content data, software, solutions and services. Capitalized terms used but not defined in this Agreement will have the meaning given to them in the applicable Order Form. Cyborg may update or modify these Terms and Conditions at any time, and Cyborg shall provide reasonable notice to Customer of any such updates or modifications. If Cyborg modifies the terms of this Agreement in a way that is materially adverse to the Customer, and Customer provides written notice to Cyborg that such modifications are not acceptable to Customer within thirty (30) days following Cyborg’s notice to Customer of such modifications, then (i) such modifications shall not apply to Customer for the then-current Initial Subscription Term, Initial Hosted Service Term, Renewal Subscription Term, or Renewal Hosted Service Term, but (ii) such modifications shall apply to Customer starting with the next Renewal Subscription Term, or Renewal Hosted Service Term unless the Agreement is first terminated pursuant to Section 5.

1. DEFINITIONS. All capitalized terms in this Agreement shall have the meanings set forth below, or in the Sections or other Exhibits of this Agreement in which they are defined.

1.1 “**Affiliate**” means a business entity now or hereafter controlled by, controlling or under common control with a party. Control exists when an entity owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 “**Content**” means the certain data, reports, Documentation, analysis tools, research, and other information made available by Cyborg through the Content Platform.

1.3 “**Content Fees**” means the fees to be paid by Customer to either Cyborg or a Reseller for access to the Content Platform and the Content, as set forth in the applicable Order Form.

1.4 “**Content Platform**” means the cyber threat hunting content platform via a dedicated site located at <https://hunter.cyborgsecurity.io/>.

1.5 “**Customer Data**” means the electronic data, information, and materials submitted by Customer via the Hosted Services.

1.6 “**Cyborg Technology**” means the Content Platform, the Content, and the Hosted Services.

1.7 “**Documentation**” means standard materials provided or made available by Cyborg that describe the Cyborg Technology and/or Services and their attributes, as the same may be updated by Cyborg from time to time.

1.8 “**Hosted Service Fees**” means the fees for the Hosted Services set forth in the applicable Order Form.

1.9 “**Hosted Services**” means the hosted, on-demand, web-based services, if any, described in an Order Form that are made available via the Internet to Customer on a subscription basis for the Hosted Service Term pursuant to the terms of this Agreement.

1.10 “**Order Form**” means the “Order Form for Cyborg Security Services,” any other written agreement or instrument in substantially the form of an Order Form for Cyborg Security Services, or an invoice generated by Cyborg and provided to Customer that incorporates this Agreement by reference. Each Order Form shall include an Order Date, any Initial Subscription Term, any Initial Hosted Service Term, and any access level(s) associated with Cyborg’s provision of the Content Services and/or the Hosted Services. Unless otherwise provided in writing, the business terms in each Order Form relating to pricing and performance standards shall apply only to such Order Form.

1.11 “**Services**” means any Content Services, Hosted Services, Support Services, and any other services this Agreement and any Order Form calls for Cyborg to furnish to Customer, as applicable.

2. CONTENT SERVICES; HOSTED SERVICES.

2.1 Subscription. Subject to Customer’s payment of the Content Fees, during the Subscription Term, Cyborg will provide Customer with access to the Content Platform on a subscription basis at the access level as set forth on an applicable Order Form (the “**Content Services**”).

2.2 Access to Content. Subject to Customer's payment of the Content Fees, during the applicable Subscription Term, Cyborg will provide Customer with access to the Content consistent with the access level set forth in the applicable Order Form. Cyborg may modify the Content and the Content Platform at any time in its sole discretion, provided that such modifications do not materially diminish or degrade the features or functionality of the Content Platform. Customer's use of the Content Platform will be governed by this Agreement and the terms of use applicable to the Content Platform.

2.3 Hosted Services. Subject to Customer's payment of the Hosted Service Fees, during the applicable Hosted Service Term, Cyborg shall make available to Customer, on a non-exclusive basis, such Hosted Services for Customer's access and use, at the access level and up to the quantity of the usage metric(s), if any, set forth in the applicable Order Form, solely for the purpose of conducting the internal business of Customer and its Affiliates and in accordance with any other restrictions set forth in the applicable Order Form. Customer's rights granted in this Section 2.3 (Hosted Services) are non-transferable and non-sublicensable. No part of the Hosted Services may be copied in any form whatsoever to any system, network, device or site owned or operated by or on behalf of Customer or any of its Affiliates. Cyborg may modify the Hosted Services at any time in its sole discretion, provided that such modifications do not materially diminish or degrade the features, functionality or security of such Hosted Services. During the applicable Hosted Service Term, Customer grants to Cyborg a non-exclusive license to access and use the Customer Data solely for the purpose of providing the Hosted Services. As between Cyborg and Customer, Customer owns its Customer Data.

2.4 Documentation. Customer may use and reproduce for internal purposes all Documentation, provided that any proprietary notices contained in the Documentation are not removed or modified.

2.5 Cyborg Support. Cyborg agrees to provide the Content Platform, the Content, and the Hosted Services in accordance with Exhibit A (Service Level Agreement). Cyborg agrees to provide support services regarding the Content Platform, the Content, and the Hosted Services in accordance with Exhibit B (Support Services) (the "Support Services").

2.6 Cooperation. Customer shall provide Cyborg with all necessary cooperation, information and support that may reasonably be required by Cyborg for the performance of the Services. Customer shall further perform any other obligations as specified in the applicable Order Form.

3. RESERVATION OF RIGHTS AND RESTRICTIONS. As between Cyborg and Customer, title to and ownership of the Content Platform, Content, Hosted Services, and Documentation, including all Intellectual Property Rights (as defined below) therein shall remain with Cyborg. CUSTOMER IS EXPRESSLY PROHIBITED FROM DISCLOSING, SHARING, TRANSFERRING, SUMMARIZING, OR OTHERWISE MAKING THE CONTENT PLATFORM, THE CONTENT, OR THE HOSTED SERVICES AVAILABLE TO A THIRD-PARTY, AND ANY SUCH DISCLOSURE SHALL BE AN IMMEDIATE BREACH OF THIS AGREEMENT (INCLUDING THE RIGHTS GRANTED IN SECTION 2). Customer is permitted to use the Content Platform, the Content, and the Hosted Services solely for (i) Customer's internal purposes and (ii) any other purposes expressly designated in an applicable Order Form. Customer shall not (a) reverse engineer, modify, or create derivative works based on the Content Platform, the Content, or the Hosted Services, (b) use the Content Platform, the Content, or the Hosted Services to build a competitive product or service, (c) incorporate any ideas, features, functions, or graphics of the Content Platform, the Content, or the Hosted Services into any other product or service, (d) use or provide the Content Platform, the Content, or the Hosted Services for training, validating, testing, or otherwise developing artificial intelligence and/or machine learning products or systems, or (e) otherwise use the Content Platform, the Content, or the Hosted Services in a manner inconsistent with the access level or purpose set forth in an applicable Order Form. No rights are granted to Customer hereunder than as expressly set forth herein. For purposes of this Agreement, "Intellectual Property Rights" will mean all intellectual property rights throughout the world, including copyrights, patents, trademarks, trade secrets, know how, authors' rights, rights of attribution, and other proprietary rights, and all applications and rights to apply for registration or protection of such rights. Customer acknowledges and agrees that Cyborg may use, without restriction, all feedback, suggestions, improvements and ideas concerning any part of the Content Platform, the Content, and the Hosted Services, or Intellectual Property Rights therein that may be communicated to Cyborg by Customer.

4. PAYMENT. Customer agrees to pay Cyborg or, if Customer subscribes to the Services through a Reseller, to the Reseller, all applicable Content Fees, Hosted Service Fees, and other applicable fees (collectively, "Fees") in the amount and by the method set forth in the applicable Order Form; provided, however, if Customer subscribes to the Services through a Reseller, and (a) Customer's Reseller Agreement terminates, (b) Cyborg's agreement with the Reseller terminates, or (c) if Customer otherwise directly acquires Cyborg Technology from Cyborg (or directly renews its subscription to any Cyborg Technology with Cyborg), then the Fees shall be paid directly to Cyborg. As used herein, "Reseller Agreement" means any agreement concerning the Cyborg Technology between Customer and

an authorized reseller (“**Reseller**”) of Cyborg. The Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, excise, use or withholding taxes (collectively, “**Taxes**”). All Fees are nonrefundable in the event of termination of this Agreement or an applicable Order Form. Customer is responsible for paying all Taxes associated with this Agreement, excluding income taxes on Cyborg. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer shall gross up the payments so that Reseller or Cyborg, as applicable, receives the amount actually quoted and invoiced. If Reseller or Cyborg has a legal obligation to collect and remit Taxes for which Customer is responsible under this Section 4, such Taxes shall be invoiced to and paid by Customer, unless Customer provides Reseller or Cyborg with a valid tax exemption certificate authorized by the appropriate taxing authority. Cyborg shall have the right to immediately suspend Customer’s access and use of the Content Platform, Content, and/or Hosted Services if the applicable Fees are more than thirty (30) days overdue. The Fees for any Renewal Subscription Term or Renewal Hosted Service Term may be increased by Cyborg or Reseller so long as Cyborg or Reseller provides reasonable written notice to Customer of any such changes to the Fees for each Renewal Subscription Term or Renewal Hosted Service Term.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall be in effect from the Effective Date and for so long thereafter as any Order Forms are in effect hereunder (the “**Term**”).

5.2 Subscription Term. The initial term during which Content will be made available by Cyborg to Customer as part of the Content Services (the “**Initial Subscription Term**”) shall be set forth in the applicable Order Form. The Initial Subscription Term will automatically renew for consecutive renewal terms equal to one (1) year (each, a “**Renewal Subscription Term**” and, together with the Initial Subscription Term, the “**Subscription Term**”), unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current Initial Subscription Term or Renewal Subscription Term.

5.3 Hosted Service Term. The initial term during which Hosted Services will be made available by Cyborg to Customer (the “**Initial Hosted Service Term**”) shall be set forth in the applicable Order Form. The Initial Hosted Service Term will automatically renew for consecutive renewal terms equal to one (1) year (each, a “**Renewal Hosted Service Term**” and, together with the Initial Hosted Service Term, the “**Hosted Service Term**”), unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current Initial Hosted Service Term or Renewal Hosted Service Term.

5.4 Termination for Breach. If either party materially breaches any obligation in this Agreement or any Order Form (including, without limitation, any obligation to pay Fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement or the applicable Order Form. Notice to Cyborg of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

5.5 Suspension of Services. Cyborg shall have the right to immediately suspend Customer’s access and use of the Content Platform, Content, Hosted Services, and the other Services if Customer is using or accessing the Content Platform, Content, the Hosted Service, or other Services in violation of this Agreement or in any manner causing material harm to Cyborg, the Content Platform, the Content, the Hosted Service, or the other Services.

6. CONFIDENTIALITY. “**Confidential Information**” means any information that is disclosed by one party (“**Discloser**”) to the other (“**Recipient**”), which, at the time it is disclosed, in any form, is identified or designated by Discloser as “confidential or proprietary” or reasonably should be known by Recipient to be proprietary or confidential information of Discloser. The terms of this Agreement will be deemed “Confidential Information.” All information concerning or embedded in the Services, including the Content Platform, all Content, and the Hosted Services is Cyborg’s Confidential Information. Confidential Information will exclude information that: (a) is rightfully known to Recipient at the time of disclosure; (b) has become publicly known through no wrongful act of Recipient; (c) has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of any agreement with Discloser; (d) has been independently developed by Recipient as evidenced by appropriate documentation; (e) has been approved for release by written authorization executed by an authorized officer of Discloser; or (f) is required to be disclosed by Recipient pursuant to a requirement of law, provided, that prior to any such disclosure, Recipient will notify Discloser as soon as possible, in writing, of the proposed disclosure and cooperate fully with Discloser to protect against such disclosure and/or obtain a protective order narrowing the scope of the compelled disclosure and protecting the confidentiality of the Confidential Information. Recipient will use the Confidential Information only to perform its obligations under this Agreement and disclose Discloser’s Confidential Information only to those Recipient personnel with a need to know. Except as expressly permitted or required under this Agreement, or such limited disclosures in confidence as may be reasonably necessary to either party’s attorneys and accountants, Recipient will not use Discloser’s Confidential Information or disclose such Confidential Information

to any third party, either during the Term or thereafter, without the prior written consent of Discloser. All Confidential Information remains the property of the Discloser and no license or other rights in the Confidential Information is granted hereby. All Confidential Information Discloser provides to Recipient is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Upon termination of this Agreement, or at any time at the request of Discloser, Recipient will return to Discloser all of Discloser's Confidential Information, in whatever form, which is in its custody or control.

7. INFORMATION SECURITY.

7.1 Customer Data. During the applicable Hosted Service Term, Cyborg shall use commercially reasonable efforts materially in accordance with industry standards to: (a) protect the security and confidentiality of Customer Data, including through the encryption of Customer Data as it is received from the Customer; (b) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (c) protect against unauthorized access to or use of such Customer Data that could result in substantial harm or inconvenience to Customer. Customer acknowledges and agrees that its use of the Hosted Services and compliance with any terms hereunder does not constitute specific compliance with any applicable laws, and that it understands that it has an independent duty to comply with any and all applicable laws. Customer acknowledges and agrees that the Hosted Services are not intended to process, handle or store infringing data, illegal data, or sensitive data, including, but not limited to, personally identifiable information and protected health information. Customer shall not provide to Cyborg via the Hosted Services any such infringing data, illegal data, or sensitive data, including, but not limited to, personally identifiable information or protected health information. Cyborg shall have no obligation or liability for any losses or damages incurred by Customer if Customer uploads infringing data, illegal data, or sensitive data, including personally identifiable information or protected health information into the Hosted Services, or otherwise includes such information in Customer Data.

7.2 Disaster Recovery. During the applicable Hosted Service Term, Cyborg shall maintain and adhere to a commercially reasonable disaster recovery and business continuity plan regarding the availability of, and the Customer's access to, the Customer Data.

7.3 Use of Aggregated and Anonymized Data. Customer agrees that Cyborg may collect, use and disclose Aggregated and Anonymized Data derived from the use of the Cyborg Technology and Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. "**Aggregated and Anonymized Data**" means any information that (a) does not identify Customer or any of its users and (b) is aggregated for statistical, analytical or other business purposes of Cyborg or its Affiliates. Aggregated and Anonymized Data is not Customer Data or Confidential Information of Customer.

8. REPRESENTATIONS AND WARRANTIES. Cyborg represents and warrants that (a) the Services, Content Platform, Content, and Hosted Services shall comply in all material respects with all applicable descriptions or specifications contained in the applicable Order Form; (b) Cyborg shall use commercially reasonable efforts to prevent the Content Platform, the Content, and the Hosted Services from comprising any computer viruses, malicious code, or other harmful code; (c) Cyborg will require that its employees and any agents, contractors, and other personnel performing the Services comply with the applicable terms and conditions of this Agreement; and (d) Cyborg shall perform the Services in compliance with, and the Content Platform, Content, and Hosted Services shall comply with, all laws applicable to Cyborg.

9. INDEMNIFICATION.

9.1 IP Indemnity. Cyborg will (a) defend Customer from and against any claims, suits or proceedings asserted against Customer by a third party to the extent alleging infringement or misappropriation of such third party's U.S. Intellectual Property Rights as a result of Customer's use of the Content Platform, the Content, or the Hosted Services, (an "**IP Infringement Claim**"), and (b) indemnify and hold Customer harmless from any and all final judgments and awards, or any settlements, attributable to such IP Infringement Claims. Cyborg will not have any obligation or liability for any IP Infringement Claim that arises from: (i) any use of the Content Platform, the Content, or the Hosted Services in a manner not expressly permitted by this Agreement or the applicable Order Form; (ii) any modification of the Content Platform, the Content, or the Hosted Services not made by or on behalf of Cyborg, or (iii) any combination of the Content Platform, the Content, or the Hosted Services with any software, services or other items or information not provided by Cyborg.

9.2 Remedy. If the Content Platform, the Content, or the Hosted Services is, or in Cyborg's opinion likely to become, the subject of an infringement or misappropriation claim, then Cyborg will (at Cyborg's option): (a) obtain for Customer the right to continue using the Content Platform, the Content, or the Hosted Services; (b) replace or modify the Content Platform, the Content, or the Hosted Services so that it becomes non-infringing; or (c) terminate this Agreement or the applicable Order Form and refund to Customer the unused, prepaid portion of the Fees paid to

Cyborg. This Section 9.2 sets forth Cyborg's exclusive obligation and liability with respect to infringement or misappropriation of any Intellectual Property Rights related to the use of the Content Platform, the Content, and the Hosted Services.

9.3 **Customer Data Indemnity.** Customer will (a) defend Cyborg from and against any claims, suits or proceedings asserted against Customer by a third party to the extent arising from the Customer Data, including any allegations that the Customer Data or use thereof infringes or misappropriates such third party's Intellectual Property Rights or violates any applicable law (a "**Customer Data Claim**"), and (b) indemnify and hold Cyborg harmless from any and all final judgments and awards, or any settlements, attributable to such Customer Data Claims.

9.4 **Process.** Customer shall give Cyborg prompt written notice of any threat, warning or notice of any Customer Data Claim. Customer shall have the right to conduct the defense of any such Customer Data Claim, and, consistent with Cyborg's rights hereunder, all negotiations for its settlement; provided, however, Cyborg may participate in such defense or negotiations to protect its interests, at Cyborg's expense, using suitable counsel in Cyborg's discretion, and Customer shall cooperate and provide reasonable assistance to Cyborg and its counsel. Notwithstanding the foregoing, in the event that Cyborg shall notify Customer of any such Customer Data Claim and Customer shall fail to defend same within ten (10) days following delivery of the notice, Cyborg shall have the right (but not the obligation), at Customer's sole cost and expense, to retain counsel of its choosing to defend the Customer Data Claim. Customer shall not settle or otherwise dispose of any Customer Data Claim in a manner adversely affecting any of the rights of Cyborg, or imposing liability or obligation on Cyborg, without Cyborg's prior written consent.

10. DISCLAIMER AND LIMITATION OF LIABILITY.

10.1 **Disclaimer.** EXCEPT AS PROVIDED HEREIN, CYBORG MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THIS AGREEMENT, ANY ORDER FORM, THE SERVICES, THE CONTENT PLATFORM, THE CONTENT, THE HOSTED SERVICES, OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT. CYBORG DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CYBORG CANNOT GUARANTEE THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS CAN BE CORRECTED. CYBORG DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE CONTENT. CUSTOMER IS RESPONSIBLE FOR EVALUATING THE SUITABILITY OF THE CONTENT PLATFORM, THE CONTENT, AND THE HOSTED SERVICES, AND CYBORG SHALL HAVE NO LIABILITY ARISING FROM CUSTOMER'S RELIANCE ON OR USE OF THE CONTENT PLATFORM, THE CONTENT, OR THE HOSTED SERVICES.

10.2 Limitation of Liability.

- (a) EXCEPT AS PROVIDED IN SECTION 10.2(c), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE TOTAL LIABILITY OF CYBORG AND ITS AFFILIATES UNDER THIS AGREEMENT ARISING OUT OF ANY EVENT OR SERIES OF EVENTS DURING ANY SINGLE CALENDAR YEAR SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO CYBORG BY CUSTOMER (DIRECTLY OR THROUGH RESELLER) PURSUANT TO THIS AGREEMENT DURING SUCH CALENDAR YEAR.
- (c) THE LIMITATIONS AND EXCLUSIONS IN SECTION 10.2(a) SHALL NOT APPLY TO A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT.

11. MISCELLANEOUS.

11.1 **Relationship of the Parties.** The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties or any of their subcontractors or representatives.

11.2 **Force Majeure.** Cyborg shall not be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, pandemics, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of Cyborg, or the threat of any of the foregoing.

11.3 Non-Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that Cyborg may assign this Agreement without consent to an Affiliate of Cyborg or to a successor in interest pursuant to a merger, acquisition, consolidation, change of control, or sale of substantially all assets of Cyborg, provided the assignee has agreed to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.4 Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, excluding its conflict of laws rules.

11.5 Dispute Resolution. At the option of either party, a dispute arising in connection with this Agreement, including any Order Form, shall be submitted to arbitration; provided, however, that claims for equitable relief, including injunctive relief shall be brought in a court of competent jurisdiction, subject to Section 11.4 (Choice of Law). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this Section 11.5. Any hearing (if any) must take place in a location to be mutually agreed by the parties, and if no agreement can be reached within thirty (30) days, New Castle County, Delaware. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in New Castle County, Delaware. Claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret rights or claims for injunctive or equitable relief shall be brought in any state and federal courts of competent jurisdiction.

11.6 Waiver. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

11.7 Notices. All notices or other communications required under this Agreement shall be given to the parties in writing to the applicable addresses set forth in the introductory paragraph of this Agreement, or to such other addresses as the parties may substitute by written notice given in the manner prescribed in this Section 11.7 as follows: (a) by first class, registered or certified United States mail, return receipt requested and postage prepaid, (b) over-night express courier, or (c) by hand delivery to such addresses. Such notices shall be deemed to have been duly given (i) five (5) business days after the date of mailing as described above, (ii) one (1) business day after being received by an express courier during business hours, or (iii) the same day if by hand delivery.

11.8 Survival. All terms and provisions of this Agreement, including any and all appendixes and amendments to this Agreement, which by their nature are intended to survive any termination or expiration of this Agreement, will so survive.

11.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

11.10 No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any third party (including any customer of Customer) any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained in or contemplated by this Agreement.

11.11 Publicity. With written consent, Customer hereby authorizes Cyborg to identify Customer as a licensee/customer of Cyborg on Cyborg's website and in Cyborg's other marketing and promotional materials.

11.12 Entire Agreement; Amendments. This Agreement, the Order Form(s) and any other documents incorporated herein by reference, set forth the final, full and exclusive expression of the agreement of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either party with respect to the subject matter hereof and the transactions contemplated hereby. Any other terms or conditions provided by Customer (including, for example, any standard terms and conditions provided by Customer along with a proposal or purchase order for the Content Platform or the Hosted Services) shall not apply to the parties' legal rights and responsibilities relating to the subject matter of the applicable Order Form and this Agreement.

EXHIBIT A

SERVICE LEVEL AGREEMENT

During the Subscription Term and the Hosted Service Term, as applicable, the Services will perform in accordance with and subject to this Service Level Agreement ("SLA").

"System Availability" means the percentage of total time during which the applicable Services are available for Customer to access the Content Platform and/or the Hosted Services, excluding any downtime during the Scheduled Maintenance Window. Cyborg shall maintain a System Availability of 99% during the applicable Subscription Term and/or Hosted Service Term.

Failure to be able to access the Content Platform or the Hosted Services due to any of the following is excluded from the System Availability calculation under this SLA:

- Use of services, hardware, or software not provided, required or recommended by Cyborg;
- Customer's suspension pursuant to the Agreement;
- Events outside of the direct control of Cyborg, including any Force Majeure Event, failure of Customer's systems, or the internet.

"Scheduled Maintenance Window" means the window during which scheduled maintenance of the Services may be performed. Maintenance includes but not limited to upgrades and service patches. Cyborg will provide Customer the Scheduled Maintenance Window schedule upon request, but in any event, the Schedule Maintenance Window will not unreasonably interfere with Customer's use of the Content Platform or the Hosted Services.

If Cyborg is unable to meet this SLA requirement for 3 consecutive months, then Customer can terminate the Agreement.

EXHIBIT B

SUPPORT SERVICES

Cyborg shall use commercially reasonable efforts during regular business hours to resolve any support issues or functional defects arising from or relating to the provision of the Content Platform, the Content, and/or the Hosted Services under the Agreement.

To the extent necessary for Cyborg to provide such support services, Customer shall provide Cyborg with access to Customer's data and telecommunications networks and shall cooperate with Cyborg in the provision of the support services.

Cyborg's regular business hours for support services are from 9am EST to 5pm EST, Monday through Friday. Support service requests and inquiries should be communicated to Cyborg using the contact information provided below:

Support Services Phone Number: 407-562-1124

Support Services Email Address: support@cyborgsecurity.com