

Terms of Service

These ClearVector Terms and Conditions are a master agreement that cover all ClearVector products and services but provisions regarding specific products or services apply only to the extent you have purchased, accessed or used such products or services.

1. Definitions.

“**Affiliate**” means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

“**Agreement**” means these ClearVector Terms and Conditions together with each Order.

“**API**” means an application program (or programming) interface.

“**ClearVector Competitor**” means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with ClearVector’s products or services.

“**ClearVector Data**” shall mean the data generated by the ClearVector Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, ClearVector Data does not include Customer Data.

“**ClearVector Tool**” means any ClearVector proprietary software-as-a-service, software, hardware, or other tool that ClearVector uses in performing Professional Services, which may be specified in the applicable SOW. ClearVector Tools may include ClearVector’s products.

“**Customer**” means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these ClearVector Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer’s use of an Offering.

“**Customer Contractor**” means any individual or entity (other than a ClearVector Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering ClearVector’s Confidential Information.

“**Customer Contractor Services**” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“Documentation” means ClearVector’s end-user technical documentation included in the applicable Offering.

“Cloud” means any account, system, physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container, virtual machine image, serverless function, PaaS service, IaaS system, SaaS service, or any other cloud computing system or service.

“Error” means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

“Internal Use” means access or use solely for Customer’s and subject to the Section entitled Affiliates, Orders and Payment; Affiliates and the Section entitled Access and Use Rights, its Affiliates’, own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by your and your Affiliates’ employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on your behalf and for your benefit.

“Offerings” means, collectively, any Products, Product-Related Services, or Professional Services.

“Order” means any purchase order or other ordering document (including any SOW) accepted by ClearVector or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on ClearVector’s applicable license metrics, price and Subscription/Order Term.

“Product” means any of ClearVector’s cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API’s, the ClearVector Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by ClearVector.

“Product-Related Services” means, collectively, (i) the technical support services for certain Products provided by ClearVector, (iv) training, and (v) any other ClearVector services provided or sold with Products. Product-Related Services do not include Professional Services.

“Professional Services” means any professional services performed by ClearVector for Customer pursuant to an SOW or other Order.

“Services” means, collectively, any Product-Related Services and any Professional Services.

“Statement of Work” or **“SOW”** means a mutually-agreed executed written document describing the Professional Services to be performed by ClearVector for Customer, deliverables, fees, and expenses related thereto.

“Subscription/Order Term” means the period of time set forth in the applicable Order during which: (i) Customer is authorized by ClearVector to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made by ClearVector to any Product and provided to Customer by ClearVector from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer’s use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these ClearVector Terms and Conditions will remain responsible for Customer’s Affiliates’ acts and omissions unless Customer’s Affiliate has entered into its own Terms and Conditions with ClearVector.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of ClearVector and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and ClearVector’s obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or ClearVector as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer’s purchase of the Offerings and the transactions hereunder, except for taxes based on ClearVector’s income or with respect to ClearVector’s employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If ClearVector approves Customer’s evaluation use of a ClearVector product (“Evaluation Product”), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by you and ClearVector, provided that either ClearVector or you can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided “AS-IS” without warranty of any kind, and ClearVector disclaims all warranties, support obligations, and other liabilities and

obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including ClearVector's receipt of applicable fees), ClearVector grants Customer, under ClearVector's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) **Products with Software Components.** If Customer purchases a subscription to a Product with a downloadable object-code component ("Software Component"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and your Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) **ClearVector Tools.** If ClearVector provides ClearVector Tools to you pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such ClearVector Tools as used solely for your Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by ClearVector. Not all Professional Services engagements will involve the use of ClearVector Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and you will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a ClearVector Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of ClearVector APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and

acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. ClearVector is not responsible for installing Products unless you purchase installation services from ClearVector. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. You are liable and responsible for all actions and omissions occurring under your and your Customer Contractor's user accounts for Offerings. You shall notify ClearVector if you learn of any unauthorized access or use of your user accounts or passwords for an Offering.

3.5 Third Party Software. ClearVector uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, ClearVector is required to provide Customer with notice of the license terms and attribution to the third party. Contact hello@clearvector.com for licensing terms and attributions for such third party software that ClearVector uses.

3.6 Ownership & Feedback. Products, Product-Related Services and the ClearVector Tools are made available for use or licensed, not sold. ClearVector owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the ClearVector Tools. Any feedback or suggestions that Customer provides to ClearVector regarding its Offerings and ClearVector Tools (e.g., bug fixes and feature requests) is non-confidential and may be used by ClearVector for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes ClearVector to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires ClearVector assistance with such revocation or limitation, Customer must contact ClearVector Support with written notice of such revocation or limitation at hello@clearvector.com and ClearVector will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. ClearVector may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. ClearVector is not responsible or liable for any loss, costs or damages arising out of

Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by ClearVector as, or otherwise claims to be "certified," "authorized," or similarly labeled, ClearVector does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, ClearVector is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using report API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of ClearVector's findings and recommendations. You own the copy of the report (including without limitation, all your Confidential Information therein) delivered to you ("Deliverable"), subject to ClearVector's ownership of the ClearVector Materials. You agree that relative to you, ClearVector exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, ClearVector trademarks, ideas and any and all other works and materials developed by ClearVector in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "ClearVector Materials") and that title shall remain with ClearVector. For the avoidance of doubt, the ClearVector Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the ClearVector Materials are incorporated into the Deliverable(s), you shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the ClearVector Materials solely as a part of the Deliverable(s) for your Internal Use.

6. Data Security and Privacy.

See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party (“Recipient”) may receive Confidential Information of the other party (“Discloser”) or third parties to whom Discloser has a duty of confidentiality. “Confidential Information” means non-public information in any form that is in the Recipient’s possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser’s Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (Exceptions), Recipient shall hold Discloser’s Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, “Representatives”), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser’s Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information while in Recipient’s control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser’s Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser’s cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser’s Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient’s reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its

reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is experimental and provided "AS IS" without warranty of any kind and will not create any obligation for ClearVector to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by ClearVector regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, ClearVector warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) ClearVector has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your Cloud where the Products are installed. You must notify ClearVector of any warranty claim during the Subscription/Order Term. Your sole and exclusive remedy and the entire liability of ClearVector for its breach of this warranty will be for ClearVector, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. ClearVector shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. ClearVector warrants to you that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. You must notify ClearVector of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Your sole and

exclusive remedy and the entire liability of ClearVector for its breach of this warranty will be for ClearVector, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by ClearVector, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CLEARVECTOR DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CLEARVECTOR RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CLEARVECTOR AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLEARVECTOR AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CLEARVECTOR TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CLEARVECTOR TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CLEARVECTOR TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CLEARVECTOR TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the ClearVector Tools in such applications and installations. CLEARVECTOR DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

9. Limitation of Liability.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY

INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CLEARVECTOR FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 9.

10. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. ClearVector represents and warrants that ClearVector is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

11. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. ClearVector may immediately suspend Customer's access to, or use of, the Offerings if: (i) ClearVector believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (Restrictions); or (iii) Customer fails to pay ClearVector when undisputed fees are due; provided, however, ClearVector will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of

Offerings and de-install all Software Components installed on any Customer Cloud; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 Confidentiality; Destruction). Sections 1, 3.3, 7, 11, and 12 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

12. General.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and ClearVector concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-ClearVector document and no such terms included in any such portal or other non-ClearVector document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and ClearVector's obligations and liabilities to Customer are governed by, this Agreement. ClearVector is not obligated under any reseller's agreement with you unless an officer of ClearVector executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

12.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

12.3 Governing Law; Venue. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Virginia, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Fairfax County, Virginia, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in ClearVector's case, to recoup any payments due.

12.4 Permission to List You as a Customer. Unless you direct otherwise by sending an email to us at hello@clearvector.com, which direction may be given at any time, you agree that ClearVector may display your company name and logo (in accordance with any trademark guidelines you provide) as a ClearVector customer in a manner that does not suggest your use or endorsement of any specific ClearVector product or service.

12.5 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

12.6 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

12.7 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

12.8 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.

Exhibit A: Data Security and Privacy Schedule

1. Definitions

a. **“ClearVector Systems”** means those computer systems hosting the ‘ClearVector Platform’.

b. **“Customer Data”** means the data generated by the Customer's Cloud and collected by: (i) the Products, and/or (ii) the ClearVector Tools, and in either case, sent to the ClearVector Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.

c. **“Execution Profile/Metric Data”** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, PaaS services, logs, network telemetry,

executable binary files, macros, scripts, and processes, that: (i) Customer provides to ClearVector in connection with this Agreement or (ii) is collected or discovered during the course of ClearVector providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

d. **“Personal Data”** means information provided by Customer to ClearVector or collected by ClearVector from Customer used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by ClearVector to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

e. **“Security Breach”** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on ClearVector Systems that results in the compromise of such Customer Data and/or Personal Data.

f. **“Threat Actor Data”** means any malware or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to ClearVector in connection with this Agreement, or (ii) is collected or discovered during the course of ClearVector providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. ClearVector Platform

The ‘ClearVector Platform’ uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. ClearVector’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than ClearVector, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer’s environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. ClearVector uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, ClearVector’s products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer’s Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer’s Confidential Information or Customer Data.

3. Processing Personal Data

a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between you and ClearVector, comply with law, act in accordance with your written instructions, or otherwise in accordance with this Agreement. You authorize ClearVector to collect, use, store and transfer the Personal Data that you provide to ClearVector as contemplated in this Agreement.

b. Suspicious/Unknown Data Analysis. While using certain ClearVector Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by ClearVector personnel retrieval) data and other information related to the data for security analysis and response or to make the product more reliable and/or improve ClearVector's products and services or enhance cyber-security. This data may be transmitted and analyzed to determine functionality and their potential to cause instability or damage your cloud. In some instances, this data could contain Personal Data for which you are responsible.

4. Privacy and Information Security Safeguards

ClearVector shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

5. Customer Obligations.

Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products and/or ClearVector Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized ClearVector to access the Systems and process and transmit data through the Offerings and ClearVector Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having ClearVector investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct ClearVector to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to ClearVector.