



CYBERDEFENSE.AI - SUBSCRIPTION TERMS OF SERVICE

Effective Sept 9, 2024

1. Definitions

Capitalized terms will have the meanings outlined in Section 1 or in the section where first used in these Terms of Service or an Order Form (if applicable).

1.1. "Affiliate" means any person, corporation, or other entity which controls, is controlled by or is under common control with a Party to the Agreement as of the Effective Date. A corporation or other entity will be regarded as in "control" of another corporation or entity if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management, and policies of the corporation or other entity.

1.2. "Agreement" means the Enterprise Subscription Agreement, which consists of (a) these Terms of Service; (b) each mutually-executed Order Form; (c) the Information Security Addendum; and (d) the Service-specific Supplemental Terms, if any, that apply to Services purchased by the customer. To the extent that the customer processes Personal Data and the preceding, the customer DPA is incorporated by reference into the Enterprise Subscription Agreement.

1.3. "Administrative Users" means the customer's and its Affiliates' employees, agents, directors, subcontractors, or other representatives authorized to access and use Services to administer the customer's and / or its Affiliates' use of such Services.

1.4. "CYBERDEFENSE.AI" means 10138029 Canada Inc.

1.5. "CYBERDEFENSE.AI" means the Service, the Documentation, and any of CYBERDEFENSE.AI's proprietary technology, including, without limitation, any software, processes, scripts, algorithms, user interfaces, know-how, technologies, designs, and / or other tangible or intangible technical material or information that CYBERDEFENSE.AI makes available to the customer during the course of providing the Service, together with all updates thereto, and all Intellectual Property Rights therein.

1.6. "Customer" means The customer outlined in the Order Form.

1.7. "Customer Account Information" means the customer's information upon subscribing to the Service, audit logs, and the customer account settings.

1.8. "Customer Content" means any files, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects originating or transmitted from, or processed by any Internet Properties owned, controlled, or operated by the customer or uploaded by the customer through the Service, and routed to, passed through, processed, and/or cached on or within, CYBERDEFENSE.AI's network or otherwise transmitted or routed using the Service by the customer.

1.9. "Customer Data" means collectively (1) the customer Account Information, (2) Customer Content, and (3) customer Logs.

1.10. "Customer Feedback" means suggestions, enhancement requests, recommendations, or other feedback provided by the customer relating to the operation or functionality of the Service.



1.11. "Customer Logs" means any logs of End Users' interactions with the customer's Internet Properties and the Service made available to the customer via the Service dashboard or other online interface during the Term by CYBERDEFENSE.AI.

1.12. "Customer Support and Service Level Agreement" or "SLA" means CYBERDEFENSE.AI's standard customer support terms and service level agreement, as set forth at <https://www.cyberdefense.ai/policies/>. Unless otherwise specified in the Order Form, the "standard Plan" in the SLA applies.

1.13. "Data Processing Addendum" or DPA means CYBERDEFENSE.AI's data processing addendum, as set forth on page 29.

1.14. "Documentation" means all printed and online user manuals and other technical materials relating to the Services made available to the customer by CYBERDEFENSE.AI and may be updated occasionally.

1.15. "Effective Date" means the date upon which both Parties have executed the initial Order Form between the Parties.

1.16. "End User" means a third-party visitor to the customer's Internet Properties and the customer's employees, agents, or contractors who access or use the Services.

1.17. "UK and EU Data Protection Laws" means all laws, and regulations of the European Union, the European Economic Area, their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data, including (where applicable) the Swiss Federal Act on Data Protection, the UK Data Protection Act, and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament, and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data, and the free movement of such data).



1.18. "Information Security Addendum" means the administrative, technical, and physical safeguards; CYBERDEFENSE.AI takes to protect Confidential Information, as set forth on <https://www.cyberwall.ai/policies/>

1.19. "Initial Term" means the initial term for the customer's use of any Service as specified in the Initial Order Form, beginning on the Service Date.

1.20. "Intellectual Property Rights" means any now known or hereafter existing worldwide: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind, and nature other than trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the preceding.

1.21. "Internet Properties" means a website, including any subdomain, network, or Internet-connected application.

1.22. "Laws" means any domestic, foreign, local, state, national, and supranational laws, including EU and UK Data Protection Laws, regulations, and treaties applicable to the respective Party.

1.23. "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, software agents, and programs.

1.24. "Network Data" means all models, observations, reports, analyses, statistics, databases, and other information created, compiled, analyzed, generated, or derived by CYBERDEFENSE.AI from the server, network, or traffic data generated by CYBERWALL.AI in the course of providing the Service.

1.25. "Order Form" means CYBERDEFENSE.AI's generated order form(s) and/or insertion orders for Services under the Agreement.

1.26. "Party" or "Parties" means CYBERDEFENSE.AI and/or the customer, as applicable.

1.27. "Personal Data" means all data defined as "personal data" under EU and UK Data Protection Laws and all data defined as 'personal information under the CCPA.

1.28. "Renewal Term" means each recurring twelve (12) month period following the expiration of the Initial Term, unless a different period is specified in the Order Form.

1.29. "Service(s)" means CYBERDEFENSE.AI's cloud-based solutions for increasing the performance, security, and availability of Internet Properties, along with any software made available by CYBERDEFENSE.AI in connection with such services, including software development kits and application programming interfaces.

1.30. "Service Date" means the service date specified in the Order Form on which CYBERDEFENSE.AI will make the Services in the relevant Order Form available to the customer.

1.31. "Term" means the period of time from the Effective Date, including the Initial Term, and all Renewal Terms, until the expiration or termination of the Agreement.

1.32. "Terms of Service" means these CYBERDEFENSE.AI Enterprise Subscription Terms.

2. Access, Use, and Restrictions

2.1. Access and Use Rights. Subject to the customer's compliance with the terms and conditions of the Agreement (including, without limitation, all payment obligations),

CYBERDEFENSE.AI hereby grants the customer and its Administrative Users a right to access and use the Services listed in the Order Form(s). Any related CYBERDEFENSE.AI to the extent necessary to access and use such Services during the Term solely for the customer's internal business purposes and solely by the Documentation, the Agreement, and any other restrictions or obligations mutually agreed upon in writing by the Parties. The customer's Affiliates, if any, included in an Order Form may access and use the Services subject to the same terms and conditions as the customer, provided that the customer will remain liable for payment of all Fees (as defined in Section 3.1), and its indemnification obligations under Section 10 (Indemnification). The customer will cause such Affiliates to comply with the Agreement as if they were the customer, and any reference to "Customer" will be read to include such Affiliates. Any breach of the Agreement by an Affiliate of the customer or their respective Administrative Users or other representatives will be deemed a breach by the customer of the Agreement, and the customer will be liable for such breach as if itself had breached the Agreement.

2.2. Proprietary Rights. As between the customer, CYBERDEFENSE.AI, and CYBERDEFENSE.AI's licensors, CYBERDEFENSE.AI and/or its licensors own all right title and interest to the CYBERDEFENSE.AI. Except for the limited rights expressly granted to the customer hereunder, CYBERDEFENSE.AI reserves all rights, title, and interest in and to CYBERDEFENSE.AI. The customer hereby grants and, if applicable, will cause all Affiliates to grant CYBERDEFENSE.AI a non-exclusive, royalty-free, worldwide, transferable, irrevocable, sublicensable, perpetual license to use or incorporate into the CYBERDEFENSE.AI any the Customer Feedback. All the customer feedback is provided by the customer on an "AS IS" basis without warranty or indemnity. CYBERDEFENSE.AI® and any other product, service names, and logos used or displayed in or on the Services are registered, or unregistered trademarks of CYBERDEFENSE.AI (collectively, "CYBERDEFENSE.AI Marks") and may not be used by the customer without CYBERDEFENSE.AI's prior written consent. The customer must not attempt, now or in the future, to claim any rights in the CYBERDEFENSE.AI Marks or use the CYBERDEFENSE.AI Marks to disparage or misrepresent CYBERDEFENSE.AI or the Services.



2.3. Restrictions and Acceptable Use. The customer must not: (a) modify, copy, or create derivative works based on, the Service or Documentation; (b) license, sublicense (except to Affiliates), sell, resell, rent, lease, transfer, assign, distribute, or otherwise make the Service available to any third parties for use on any Internet Properties that are not owned, and operated by the customer; (c) reverse-engineer the Service; (d) interfere with, or create an undue burden on the Service or CYBERDEFENSE.AI's network in a manner that poses or has the potential to pose significant harm to CYBERDEFENSE.AI's other the customers or internal systems; (e) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights, through the Service; (f) use the Service in violation of any Laws; (g) send or store Malicious Code in connection with the Service (h) probe, scan or test any vulnerability of the Services, including, without limitation, performing penetration, stress or load testing, including by introducing software or automated agents or scripts, other than those expressly permitted by the Documentation or as explicitly set forth in the Order Form, without prior written consent from CYBERDEFENSE.AI; (i) perform or publish any performance or benchmark tests or analyses relating to the Service, other than solely for the customer's internal use; or (j) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means. Notwithst, adding anything to the contrary in the Agreement, CYBERDEFENSE.AI may temporarily suspend or restrict the Services upon notice if the customer breaches (d) or (g) above and fails to cure such breach within a reasonable period of receiving notice from CYBERDEFENSE.AI thereof.

2.4. Usernames and Passwords. The customer is responsible for maintaining the confidentiality of all Administrative Users' usernames, and passwords created by or assigned to the customer's account ("Credentials") and is solely responsible for all activities under such Credentials. CYBERDEFENSE.AI reserves the right to terminate any Credentials that CYBERDEFENSE.AI reasonably determines may have been used by an unauthorized third party and will provide immediate notice of such termination to the customer and promptly replace such Credentials upon request. Credentials may not be shared or used by more than one individual Administrative User but may be reassigned to

a new Administrative User. Upon termination or expiration of the Agreement, all Credentials will be deactivated.

2.5. Third-Party Products, and Services. The customer may access or use, at the customer's sole discretion, certain third-party products and services that interoperate with the Services, including, but not limited to, third-party service integrations made available through the CYBERDEFENSE.AI Service dashboard or APIs and third-party products or services that the customer authorizes to access the customer's CYBERDEFENSE.AI account using OAuth or other Credentials (collectively, "Third-Party Products"). Each Third-Party Product is governed by the terms of service, end-user license agreement, privacy policies, and/or any other applicable terms and policies of the third-party provider. The customer's access or use of Third-Party Products is solely between the customer and the applicable Third-Party Products provider. CYBERDEFENSE.AI does not make any representations, warranties, or guarantees regarding the Third-Party Products or the providers thereof, including, but not limited to, the Third-Party Products' continued availability, security, and integrity. Third-party products are made available by CYBERDEFENSE.AI on an "AS IS" and "AS AVAILABLE" basis, and CYBERDEFENSE.AI may cease providing them in the CYBERDEFENSE.AI Apps Store at any time without entitling the customer to any refund, credit, or other compensation. Unless otherwise specified in writing by CYBERDEFENSE.AI, CYBERDEFENSE.AI will not be directly or indirectly responsible or liable in any manner for any harms, damages, loss, lost profits, special or consequential damages, or claims arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Products.

2.6. Beta Services. CYBERDEFENSE.AI may make non-production Services ("Beta Services") available to the customer upon the customer's request. All Beta Services will be designated as Beta Services in any Order Form or the Service's dashboard. Beta Services are intended for testing purposes only and may be accessed by the customer at the customer's sole discretion. CYBERDEFENSE.AI may, but is not obligated to, provide support for the Beta Services or correct any bugs, defects, or errors in the Beta Services.

Regardless of whether CYBERDEFENSE.AI provides technical support for the Beta Services, the SLA will not apply to the Beta Services unless specified otherwise in the applicable Order Form. CYBERDEFENSE.AI may discontinue, suspend, or remove Beta Services (including any customer Data stored as part of the Beta Services) or the customer's access at any time in CYBERDEFENSE.AI's sole discretion and has no obligation to make them generally available. The customer understands that any information regarding Beta Services is CYBERDEFENSE.AI's Confidential Information and agrees not to disclose such information unless a Beta Service becomes generally available, except as required by law, and to only use such data in connection with the customer's use of the Beta Services. Notwithstanding Section 10.1, CYBERDEFENSE.AI will have no liability for any harm or damage arising out of or in connection with any Beta Services, including any obligation or liability concerning the Customer Data. Any configurations or the customer Data entered into Beta Services and any customizations made to Beta Services by or for the customer may be permanently lost.

2.7. Purchase Through Reseller. If the customer purchases access to Services from an authorized CYBERDEFENSE.AI reseller or partner ("Reseller"), and notwithstanding anything set forth otherwise in these Terms of Service: (a) in addition to the customer's compliance with the Agreement, the customer's right to access, and use such Services is subject to the terms, and conditions of the customer's written agreement with the Reseller (the "Reseller Agreement"), including the customer's obligation to timely pay Fees to the Reseller; (b) the customer will execute all Order Forms directly with the Reseller, and not CYBERDEFENSE.AI, and (c) the terms, and conditions of Section 3 (Fees, and Payment) are not applicable between CYBERDEFENSE.AI, and the customer, and instead will be outlined in the Reseller Agreement. Any refund, payments, and service credits that CYBERDEFENSE.AI may or must provide to the customer by the terms of the Agreement, including, without limitation, the SLA, will be provided by CYBERDEFENSE.AI to Reseller, and the customer acknowledges that it must seek such refunds, payments, and credits from Reseller only. Furthermore, the customer's right to terminate or cancel its subscription to any Service is solely outlined in the Reseller Agreement. If the Reseller

ceases at any time to be an authorized Reseller, including for a failure to pay for any Services, the customer's continued use of Services may be conditioned upon the customer executing a written agreement for such Services directly with CYBERDEFENSE.AI, and paying the outset, and any Fees, if any, that Reseller did not remit to CYBERDEFENSE.AI on the customer's behalf. Resellers are not authorized to modify the Agreement or make any promises or commitments on CYBERDEFENSE.AI's behalf, and CYBERDEFENSE.AI is not bound by any obligations to the customer other than as set forth in the Agreement. CYBERDEFENSE.AI may temporarily suspend or terminate delivery of Services to the customer upon notice upon the written direction of the Reseller.

3. Fees and Payment

3.1. Fees. The customer will pay the amounts outlined in all Order Form(s) (collectively, the "Fees"). All undisputed Fees will be payable from the Service Date. If the customer disputes all or some of the invoiced Fees ("Fee Dispute"), the customer will provide a written notice to CYBERDEFENSE.AI that reasonably describes the nature of the Fee Dispute within thirty (30) days of receiving the applicable invoice. The Parties will use good faith efforts to resolve the Fee Dispute. If the Parties are unable to resolve the Fee Dispute within sixty (60) days of the customer's receipt of the disputed invoice, then the Parties will be free to exercise any legal or contractual remedies available to them. Except as explicitly outlined in Sections 7.2(b) and 10.1(d), all Fees are non-cancellable and non-refundable.

3.2. Payment Terms. Unless otherwise specified in an Order Form, CYBERDEFENSE.AI will invoice the Customer annually in advance for the Services on the Service Date as outlined in the respective Order Form(s). Each invoice will be due and payable upon receipt by the customer. If the customer has not paid the invoice amount within thirty (30) days of receipt, CYBERDEFENSE.AI will be entitled to (a) withhold performance and discontinue the customer's access to the Service until all undisputed amounts due are paid in full; and (b) turn the customer over for collection to a third-party agency, if the customer fails to



pay all undisputed amounts due within thirty (30) days after CYBERDEFENSE.AI notifies the customer of non-payment of undisputed amounts. In the event that the customer acquires or is acquired by another existing CYBERDEFENSE.AI the customer (“Customer Acquirer”) during the Term, the respective Agreements and Fees applicable to the customer, and the customer Acquirer will remain unchanged and unaffected unless and until otherwise agreed to by all affected parties.

3.3. Taxes. The Fees do not include, and may not be reduced to account for, any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or national jurisdiction (whether domestic or foreign) (collectively “Taxes”). The customer is responsible for paying all Taxes imposed on the Services provided under the Agreement. If CYBERDEFENSE.AI is found to have a legal obligation to pay or collect Taxes for which the customer is responsible under the Agreement, the appropriate amount will be invoiced to and paid by the customer unless the customer provides CYBERDEFENSE.AI with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Support Obligations

During the Term, CYBERDEFENSE.AI will provide any Services, and technical support for such Services by the SLA. If CYBERDEFENSE.AI fails to meet the service levels outlined in the SLA (each such failure, a “Service Level Failure”), then as the customer’s sole and exclusive remedy for any Service Level Failure, CYBERDEFENSE.AI will provide, at the customer’s written request, Service Credits by the SLA. Unless otherwise explicitly agreed to in writing, any Service that CYBERDEFENSE.AI makes available to the customer free of charge or on a trial basis, including, without limitation, any Beta Services, will not be subject to any service levels or performance guarantees outlined in the SLA.

5. The customer Obligations and Data Responsibility

5.1. General the Customer Obligations. The customer will: (a) be responsible for configuring the encryption for all the customer Data (excluding the customer Account Information) that it transmits through the Service; (b) take commercially reasonable efforts to prevent unauthorized access to or use of, the Service; (c) notify CYBERDEFENSE.AI promptly in writing of any unauthorized access or use of the Service or Credentials; and (d) be solely responsible for the customer-devised or the customer-implemented rules (, and associated misconfigurations, and outages), and actions taken by the customer that might result in denial of service, availability issues, or performance degradation.

5.2. The Customer Data Responsibility. Except for the Customer Account Information, the customer is solely responsible for keeping and maintaining its copies of the customer Data. CYBERDEFENSE.AI is not obligated to the customer to maintain any copies thereof and may delete the Customer Data at any time after seventy-two (72) hours from the time such the customer Data is captured by CYBERDEFENSE.AI, except for any the customer Account Information included therein that is reasonably required for the operation of the Services during the Term.

EXCEPT concerning CYBERDEFENSE.AI'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12.7, UNDER NO CIRCUMSTANCE WILL CYBERDEFENSE.AI BE LIABLE FOR ANY LOSS OR DELETION OF the customer DATA.

6. Use of the customer Data and Network Data by CYBERDEFENSE.AI

6.1. The ordinary operation of the Services requires the customer Data to pass through CYBERDEFENSE.AI's network. The Agreement does not transfer or convey to CYBERDEFENSE.AI or any third party any right, title, or interest in, and to the customer Data, or any associated Intellectual Property Rights, except for a worldwide, non-exclusive, limited right of use (including to store, copy, transmit, and display) solely as permitted under the Agreement, and as required to provide the Services, revocable in accordance with the terms of the Agreement. To the extent that CYBERDEFENSE.AI processes the Customer Data on behalf of the customer, including Personal Data, CYBERDEFENSE.AI will handle such Personal Data in compliance with the DPA.

6.2. CYBERDEFENSE.AI retains all rights, title, and interest in the Network Data and shall have the right to use Network Data for purposes of providing, maintaining, developing, and improving its Services. CYBERDEFENSE.AI may monitor and inspect the traffic on the CYBERDEFENSE.AI network, including any related logs, as necessary to perform the Services and to derive and compile Network Data. To the extent the Network Data includes any Personal Data, CYBERDEFENSE.AI will handle such Personal Data in compliance with applicable data protection laws. CYBERDEFENSE.AI may use and retain the customer Account Information for business purposes related to the Agreement and to the extent necessary to meet CYBERDEFENSE.AI's legal compliance obligations (including for audit and anti-fraud purposes).

7. Warranties and Disclaimers

7.1. Mutual Warranties. Each Party warrants that it has the authority to enter into the Agreement and, in connection with its performance of the Agreement and/or its use of



the Services, will comply with all laws including, but not limited to, laws related to data privacy, international communications, and the transmission of technical or Personal Data.

7.2. Limited Warranty. CYBERDEFENSE.AI warrants to the customer that the Service will materially conform to the Documentation under normal use and circumstances. If the customer notifies CYBERDEFENSE.AI of a breach of the foregoing warranty, CYBERDEFENSE.AI will either: (a) correct the nonconformity in the Service; or (b) issue the customer credit or refund of a portion of the Fees paid by the customer for the nonconforming Service that fairly reflects (at CYBERDEFENSE.AI's reasonable determination) the diminished value of the nonconforming Service. Service Level Failures do not constitute a breach of this Limited Warranty and are exclusively addressed by the SLA. The foregoing constitutes the customer's sole and exclusive remedy for any breach of this limited warranty.

7.3. Additional CYBERDEFENSE.AI Warranties. CYBERDEFENSE.AI warrants that during the Initial Term and each Renewal Term: (a) the functionality of the Service will not be materially degraded; and (b) to the best of its knowledge, the Service does not contain, and CYBERDEFENSE.AI will not knowingly introduce any Malicious Code. CYBERDEFENSE.AI may remove or replace any Service or feature thereof if applicable to all the affected Service customers, provided the Service's functionality will not be materially degraded. CYBERDEFENSE.AI warrants that it has implemented and will maintain administrative, physical, and technical safeguards designed to protect the customer Data that are no less rigorous than accepted industry standard practices and will ensure that all such safeguards comply with applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679, as well as the terms, and conditions of the Data Processing Addendum, if applicable. CYBERDEFENSE.AI warrants that it complies with and will maintain compliance with the security standards set out in the Information Security Addendum.



7.4. The customer's Warranties. The Customer represents and warrants/ that, to the best of the customer's knowledge, the information the customer provides to CYBERDEFENSE.AI regarding its and its Affiliates' network usage (including but not limited to bandwidth usage, number of domains, geographic location of users, and SSL requirements) to obtain any price quote which forms the basis of the Agreement, is truthful, accurate, and complete, to the best of its knowledge. The Customer represents and warrants that the Customer Data does not contain, and the Customer will not knowingly introduce, any Malicious Code into the CYBERDEFENSE.AI network.

7.5. Disclaimer. EXCEPT FOR THE WARRANTIES outlined in THE AGREEMENT, CYBERDEFENSE.AI MAKES NO and HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, PAST OR PRESENT, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART). CYBERDEFENSE.AI CANNOT, and DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.6. Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, and OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, and ELECTRONIC COMMUNICATIONS. CYBERDEFENSE.AI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. Limitation of Liability

8.1. Types of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER LAW, IN NO EVENT WILL CYBERDEFENSE.AI OR ITS SUPPLIERS BE LIABLE TO the customer OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR



CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE, GOODWILL, PERSONAL OR PROPERTY DAMAGE, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) RESULTING FROM OR IN CONNECTION WITH THE AGREEMENT OR the customer'S USE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF CYBERDEFENSE.AI HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Amount of Damages. EXCEPT WITH RESPECT TO CYBERDEFENSE.AI'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 10, THE MAXIMUM LIABILITY OF CYBERDEFENSE.AI ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT WILL BE LIMITED TO, and WILL NOT EXCEED IN THE AGGREGATE, THE FEES PAID BY the customer TO CYBERDEFENSE.AI DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST CLAIM TO ARISE UNDER THE AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE CYBERDEFENSE.AI'S LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, NO CLAIM REGARDLESS OF FORM, WHICH IN ANY WAY ARISES OUT OF THE AGREEMENT MAY BE MADE, NOR ACTION BASED UPON SUCH CLAIM BE BROUGHT BY the customer, MORE THAN ONE (1) YEAR AFTER THE TERMINATION OR EXPIRATION OF THE AGREEMENT. IN NO EVENT WILL CYBERDEFENSE.AI'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT.

9. Informal Dispute Resolution

In the case of any disputes under the Agreement, the Parties will first attempt in good faith to resolve their dispute informally or by means of commercial mediation, without the necessity of a formal proceeding.

10. Indemnification

10.1. By CYBERDEFENSE.AI. CYBERDEFENSE.AI will defend, indemnify, and hold harmless the Customer and its licensors, suppliers, officers, directors, employees, and agents from and against any, and all damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of third parties arising from or that is based upon an allegation that the customer's use of the Services infringes any Canadian, and United States Intellectual Property Right. If any portion of a Service that the customer subscribes to becomes, or in CYBERDEFENSE.AI's opinion is likely to become, the subject of a claim of infringement, CYBERDEFENSE.AI may, at CYBERDEFENSE.AI's option: (a) procure for the customer the right to continue using the Service; (b) replace the Service with non-infringing services which do not materially impair the functionality of the Service for the customer; (c) modify the Service so that it becomes non-infringing, or (d) terminate the Service, and provide a pro-rata refund any Fees already paid by the customer to CYBERDEFENSE.AI to cover the remainder of the Term, and upon such termination, the customer will immediately cease all use of the Service. Notwithstanding the foregoing, CYBERDEFENSE.AI will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (w) any use of the Service not in accordance with the Agreement or the Documentation; (x) CYBERDEFENSE.AI's conformance to the customer's unique specifications performed at the customer's request; (y) any use of the Service in combination with third party products, equipment, software or content not supplied by CYBERDEFENSE.AI; or (z) any modification of the Service by any person other than CYBERDEFENSE.AI or its authorized agents. THIS SUBSECTION SETS FORTH CYBERDEFENSE.AI'S SOLE and EXCLUSIVE OBLIGATIONS, and the customer'S SOLE, and EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10.2. By the customer. The customer will defend, indemnify, and hold harmless CYBERDEFENSE.AI and its Affiliates, licensors, suppliers, officers, directors, employees,



and agents from and against any and all damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of third parties arising from or that is based upon (a) the customer's use of the Service in a manner not permitted by the Agreement or the Documentation; (b) the customer Data or the customer's Internet Properties (including without limitation any activities or aspects thereof or commerce conducted thereon); (c) the customer's non-compliance with Law, or (d) the customer's failure to pay any Taxes imposed by taxing authorities as required in Section 3.4 (Payment Terms).

10.3. Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; provided that failure to provide such prompt notice will not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (b) the indemnifying Party will have sole control of the defense or settlement of any claim or suit; (c) the Indemnified Party will cooperate with the indemnifying Party (at the indemnifying Party's expense) to facilitate the settlement or defense of any claim or suit; and (d) the indemnifying Party will not settle any claim or suit in a manner which results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent.

11. Term and Termination

11.1. Term. The Agreement will enter into effect on the Effective Date and continue until the expiration of the Initial Term specified in the Order Form. Unless a Party provides written notice of its intent not to renew the Agreement at least two (2) months before the expiration of the Initial Term or the then-current Renewal Term, the Agreement will automatically renew for successive Renewal Terms thereafter. The mutual execution of



any Order Form pursuant to the Agreement will act to extend the then-current Agreement Term to end concurrently with the term of such Order Form. The customer acknowledges and agrees that if an Affiliate of the customer executes an Order Form pursuant to the Agreement (each, an "Affiliate Order"), such Affiliate Order will extend the then-current Term of the Agreement with respect to such Affiliate, as well as the customer. Termination of any Affiliate Order will not terminate the Agreement, as the Agreement may be terminated at the request of the customer only pursuant to Section 11.1 and Section 11.2.

11.2. Termination. Either Party may at any time terminate the Agreement, upon written notice to the other Party, if: (a) the other Party has materially breached any provision of the Agreement, and such breach cannot be cured, or, if curable, such breach remains uncured one (1) month after receipt of notice from the non-breaching Party specifying such breach in reasonable detail; (b) the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) the other Party generally becomes unable or fails to pay its debts as they come due.

11.3. Effect of Termination. Upon expiration or termination of the Agreement: (a) the customer's right to use and access the Service under these Terms of Service will be terminated subject to Section 11.4; (b) all Credentials associated with the customer's Administrative Users will be deactivated; (c) the customer will immediately discontinue use of the Service; (d) the customer will immediately pay all outset, anding Fees due to CYBERDEFENSE.AI through the date of termination or expiration; and (e) each Party will upon request of the other Party promptly return or destroy all Confidential Information of the other Party to the extent such return or destruction is reasonably feasible. Sections 1 (Definitions), 2.2 (Proprietary Rights), 3 (Fees and Payments) (with respect to payment obligations incurred during the Term), 8 (Limitation of Liability), 10 (Indemnification), 11.3 (Effect of Termination), and 12 (General) of these Terms of Service will survive any such expiration or termination of the Agreement.

11.4. Access to Logs On Termination. For up to seventy-two (72) hours following the expiration or termination of the customer's access to the Service, CYBERDEFENSE.AI will use reasonable efforts to continue to make available the customer Logs. Other than as set forth in this Section 11.4, upon the termination of the Agreement, the customer's right to access or receive log data via the Service will immediately cease.

12. General

12.1. Governing Law and Venue. The Agreement is governed and interpreted by and under the laws of the Province of Quebec and Canada.

This Agreement and any action related thereto will be governed in accordance with the laws of the Province of Quebec and the laws of Canada without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The customer hereby expressly consents to the exclusive, personal jurisdiction of and venue in the Provincial courts of Montréal, Québec, Canada.

12.2. Compliance with Laws. The customer will comply with all Laws. The customer agrees that it is responsible for determining whether the service's use will satisfy the customer's individual compliance obligations. The customer will not use the Service for any reason if the customer or any party that owns or controls the customer is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the NATO Governments. The customer will not use the Service to export or re-export any information or CYBERDEFENSE.AI to any country, individual, or entity to which such export or re-export is restricted or prohibited. The customer further acknowledges that the performance of the Agreement may be subject to the U.S., non-U.S. anti-corruption, and anti-bribery laws, rules, and regulations. The customer, therefore, covenants that it will make no payments, including charitable donations, of money or anything of value, nor will such be offered, promised, or paid,

directly or indirectly, to any person or entity (a) to improperly influence the acts of such person or entity, (b) to induce such person or entity to use its influence with a government to obtain or retain business, or (c) to gain an improper advantage in connection with any business venture or contract in which CYBERDEFENSE.AI is a participant.

12.3. Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, the customer agrees that Section 8 (Limitation of Liability) will remain in effect notwithstanding the unenforceability of any provision in Section 7 (Warranties and Disclaimers).

12.4. Waiver. Any waiver or failure by a Party to enforce any provision of the Agreement on one occasion will not be deemed a waiver of that or any other provision on that occasion, nor any other occasion.

12.5. Remedies. The Parties acknowledge that any actual or threatened breach of Sections 2 (License Grant and Restrictions) or 12.7 (Confidential Information) may constitute immediate, irreparable harm to the non-breaching Party, for which monetary damages may be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses from the non-prevailing party, in addition to any other relief the prevailing Party may receive.

12.6. No Assignment. The customer will not assign, subcontract, delegate, or otherwise transfer the Agreement or its rights, and obligations herein, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of CYBERDEFENSE.AI, which consent may be withheld at CYBERDEFENSE.AI's sole



discretion, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null, and void, ab initio. Notwithstanding the foregoing; however, either Party may, upon written notice to the other Party, assign the Agreement in its entirety without the requirement to obtain consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets of that Party. The Agreement will be binding upon the Parties and their respective successors and permitted assigns.

12.7. Confidential Information. For the Agreement, "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") which: (a) if disclosed in writing or electronically, is labeled as proprietary or confidential at the time of disclosure; (b) if disclosed orally, is identified as proprietary or confidential at the time of such disclosure, and is then summarized in writing provided to the Receiving Party within one (1) month of the date of such disclosure; or (c) by its nature is confidential, and would be judged so under a reasonable standard, or is disclosed or provided under the circumstances reasonably indicating it is confidential or proprietary. In addition, the terms, and conditions of the Agreement, non-public information regarding the Service (including, without limitation, the Documentation, all underlying software, user interfaces, screenshots, information about the CYBERDEFENSE.AI network, information concerning the performance, capacity, or design of the Service or any source code), and any the customer Feedback, is Confidential Information of CYBERDEFENSE.AI. Confidential Information will remain the sole property of the Disclosing Party. Except for the specific rights granted by the Agreement, including as necessary to provide the Services, the Receiving Party will not use any Confidential Information of the Disclosing Party for its account. The Receiving Party will use the same standards to protect the Confidential Information of the Disclosing Party as it affords its such information but less than the highest commercially reasonable degree of care. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party without the express written consent of the Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who have a



need to know such information, and who are bound by a written agreement or professional obligation to restrict the disclosure, and use of such Confidential Information in a manner consistent with the Agreement or as necessary to provide the Services in accordance with or as otherwise permitted by the Agreement). The preceding obligations will not restrict a Party from disclosing Confidential Information of the other Party according to the order or requirement of a court, administrative agency, or other governmental body; provided that the Party required to make such disclosure provides reasonable notice to the other Party to enable them to contest such order or requirement unless such Party is prevented from doing so by force of law. The restrictions set forth in this Section 12.7 will not apply to the identities of the Parties, or to any Confidential Information that: (i) was or becomes available to the public other than by a breach of the Agreement by the Receiving Party; (ii) was rightfully received by Receiving Party without confidential or proprietary restriction from a third party who has a right to disclose it; (iii) was independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (iv) was known to the Receiving Party at the time of disclosure, without confidential or proprietary restriction; (v) was produced in compliance with applicable law or a court order; provided, that the Disclosing Party is given reasonable notice of such law or order, and an opportunity to attempt to preclude or limit such production; or (vi) was approved by the Disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized representative of the Disclosing Party.

12.8. Force Majeure. Any delay in the performance of any duties or obligations of a Party (except the payment of money owed) will not be considered a breach of the Agreement if such delay is caused by events beyond the reasonable control of that Party (including, for example, labor disputes, shortages of materials, fire, earthquake, flood, or other acts of God (each, a "Force Majeure Event")); *provided*, that the delayed Party uses reasonable efforts, under the circumstances, to notify the other Party of the existence of the Force Majeure Event, and works to resume performance as soon as possible.

12.9. Independent Contractors. The relationship of the Parties is that of independent contractors; neither Party is an agent or partner of the other. Neither Party will have and will not represent to any third party that it has any authority to act on behalf of or bind the other Party.

12.10. Publicity. Subject to the customer's trademark usage guidelines, the customer grants CYBERDEFENSE.AI a non-exclusive, worldwide, royalty-free right to include the customer's name and logo in any customer listing appearing on or in any CYBERDEFENSE.AI websites, brochures, flyers, presentations, annual reports, and any other marketing materials. The customer may terminate the foregoing license at any time following the termination of the Agreement by providing CYBERDEFENSE.AI thirty (30) days written notice, upon which CYBERDEFENSE.AI will promptly remove the customer's name and logo from its website and cease creating any new marketing material containing the same. Notwithstanding the foregoing, CYBERDEFENSE.AI's right to continue to use any pre-printed marketing materials produced prior to such termination will continue until the supply of such materials is exhausted.

12.11. Notices. The customer is responsible for updating its information with CYBERDEFENSE.AI, including providing CYBERDEFENSE.AI with an up-to-date e-mail address for the provision of notices under the Agreement. In the event that the latest e-mail address provided to CYBERDEFENSE.AI by the customer is not valid or, for any reason, is not capable of delivering any notice required by the Agreement, the customer acknowledges and agrees that CYBERDEFENSE.AI's dispatch of an e-mail to such address will nonetheless constitute effective notice. Any notice provided to CYBERDEFENSE.AI under the Agreement should be sent to the CYBERDEFENSE.AI contact listed in the Order Form, with a copy to legal@cyberdefense.ai.

12.12. Commercial Communications. The customer agrees that CYBERDEFENSE.AI may send email communications to the customers' employee representatives to convey information about CYBERDEFENSE.AI products and services, including promotional

information about new or updated CYBERDEFENSE.AI products and services and CYBERDEFENSE.AI events. The customer's employee representatives may opt out of such communications on an individual basis by managing their communication preferences.

12.13. Amendment. CYBERDEFENSE.AI may amend the Agreement at any time, provided that it gives notice to the customer not less than ten (10) days prior to the effective date of any such amendment. The customer's continued use of the Service after the effective date of the amendment may be relied upon by CYBERDEFENSE.AI as the customer's consent to the amendment. Each amendment will supersede any previous versions of the Agreement and will govern any Services rendered to the customer by CYBERDEFENSE.AI on or after the effective date of the amendment.

12.14. Entire Agreement. The Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the Parties with respect to such subject matter, including any applicable non-disclosure agreements. Except as permitted by Section 12.14, no modification of an amendment or waiver of any rights under the Agreement will be effective unless in writing and signed by an authorized signatory of each of the customers and CYBERDEFENSE.AI. The Agreement may be executed electronically and in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement. In the event of a conflict between any Order Form, and the Terms of Service, the Order Form will control, but only to the extent, there is a conflict. Unless agreed to in writing by CYBERDEFENSE.AI, the terms of any pre-printed purchase orders or general terms and conditions that the customer submits to CYBERDEFENSE.AI that contain terms that are different from, in conflict with, or in addition to, the terms of the Agreement are hereby rejected by CYBERDEFENSE.AI and will be void and of no effect.

END OF TERMS