General Terms and Conditions

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Document history

Version	Date	Change Description
1	1st June 2023	Published version
2	2nd June 2025	Section 3,C Delivery

These SecurityBridge General Terms (“General Terms”) between SecurityBridge, Inc. (“SecurityBridge” or “we” or “us” or “our”) and you (“Customer” or “you” or “your”) apply to your use of SecurityBridge’s Offerings. By executing a written order forthe Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of a company, business, or other legal entity, you represent that you have the authority to bind such entity and its Affiliates (as defined below) to these General Terms, in which case the terms “you” or “your” will refer to such entity and its Affiliates. You represent that you have the authority to bind such entity and Affiliates. If you are not authorized to accept these General Terms on behalf of such entity and its Affiliates or do not agree to these General Terms, do not download, install, access, or use any of the Offerings.

At SecurityBridge, we respect the privacy of our users. For more information please see our Privacy Policy, located at https://privacy.securitybridge.com and attached hereto (the “Privacy Policy”).
By using the Offerings, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

1. DEFINITIONS

a. "**Affiliates**" means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than 50% of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

b. "**CCPA**" means the California Consumer Privacy Act of 2018.

c. "Confidential Information" means all nonpublic information disclosed by a party ("**Disclosing Party**") to the other party ("Receiving Party"), whether orally or in writing, that is designated as "confidential" or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential. Notwithstanding the foregoing, "Confidential Information" does not include any information that:
(i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

d. "**Customer Content**" means all data, information, text, content, and other materials that are uploaded, posted, delivered, provided, or otherwise transmitted or stored by or on behalf of Customer in connection with or relating to the Offerings.

e. "**Documentation**" means the online user guides, documentation, and help and training materials published on https://kb.securitybridge.com and https://oss.securitybridge.com or accessible through the applicable Offering, as may be updated by SecurityBridge regularly.

f. "**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by SecurityBridge to its customers under the terms and conditions in the Support Exhibit.

g. "**Fees**" means the fees that are applicable to an Offering, as identified in the Order in accordance with the GSA Schedule Pricelist.

h. "**GDPR**" means 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 with regard to the processing of personal data and on the free movement of such data) as updated, amended, or replaced from time to time.

i. "**Offerings**" means the products, services, and other offerings that SecurityBridge makes generally available, which may include certain on- premises products, hosted services, support programs, content subscriptions, and configuration and implementation services.

j. "**Orders**" means SecurityBridge's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to SecurityBridge (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the type of Offering, license, capacity, pricing and other applicable terms. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

k. "**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are set forth on the applicable Orders, whether directly or through an authorized reseller or Digital Marketplace.

l. "**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the

applicable Order. If no start date is specified in an Order, the start date will be the delivery date of the Offering.

m. "**Usage Data**" means statistical and usage data generated from the usage, configuration, deployment, access, and performance of an Offering. For example and without limiting the foregoing, this may include information about your operating environment, such as your network and systems architecture, or sessions, such as page loads and session views, duration, or interactions, errors, number of searches, source types and format (e.g., json, xml, csv), ingest volume, number of active and licensed users, or search concurrency. "Usage Data" does not include Customer Content.

2. LICENSE RIGHTS.

a. **General Rights**. Subject to the terms and conditions of these General Terms, SecurityBridge hereby grants to Customer a nonexclusive, worldwide, nontransferable, and nonsublicensable, subject to payment of applicable Fees, (i) right to use the Purchased Offerings; and (ii) right and license to download, install and use the on-premise offerings that are made available for download by SecurityBridge and included in the Purchased Offerings, solely for your internal business purposes during the Term and up to the Capacity purchased, as set forth in the Order.

b. **Copies for On-Premise Products**. Subject to the terms and conditions of these General Terms, you have the right to make a reasonable number of copies of On-Premises Products solely for archival and back-up purposes.

c. **Customer Accounts; Passwords**. If the Purchased Offerings include hosted services, Customer may be required to create an account. As part of the account registration process, Customer may be required to identify an administrative user name and password for Customer's company account. Customer is responsible for maintaining the security and confidentiality of Customer's password and account details, if any, and is

fully responsible for any and all activities that occur under the Customer's password or account. Customer agrees to (a) immediately notify SecurityBridge of any unauthorized use of Customer's password or account or any other breach of security, and (b) ensure that Customer exits from Customer's account at the end of each session when accessing the hosted services. SecurityBridge will not be liable for any loss or damage arising from Customer's failure to comply with this Section 2(c).

d. **Trials, Evaluations, Beta and Free Licenses**.

i. **Trials and Evaluations**. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

ii. **Beta Licenses**. Some Offerings and features may be available to you as a preview, or as an alpha, beta, or other pre-release version (each, a "**Beta Offering**"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and functionality generally available.

iii. **Free Licenses**. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge ("**Free Offerings**"). These Free Offerings may have limited features, functions, and other technical limitations.

iv. **Limitations**. Notwithstanding anything to the contrary in these General Terms, the trials, evaluations, Free Offerings, and Beta Offerings are provided as-is and we do not provide maintenance and support, warranties, service level commitments, or

indemnification for trials, evaluations, Free Offerings, or Beta Offerings.

3. **PAYMENT**. The payment terms below only apply when you purchase Offerings directly from SecurityBridge. When you purchase from an authorized reseller or third-party marketplace, the payment terms are between you and the authorized reseller or third-party marketplace. However, a breach of your payment obligations for an Offering with a third-party marketplace will be deemed a breach of this Section 3.

   a. **Fees**. You agree to pay all Fees specified in the Orders in accordance with the GSA Schedule Pricelist. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Fees are due and payable either within 30 days from the date of SecurityBridge's invoice receipt or as otherwise stated in the Order.

   b. **Taxes** SecurityBridge shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

   c. **Delivery**. The term of the agreement shall commence once the date indicated in the order form. The Offering shall be regarded as having been "delivered" once SecurityBridge has made the Offering available to the customer for download via SecurityBridge's knowledge base. In order to access the Offering, the customer must request a license via SecurityBridge's online support system or software and must perform specific installation steps as specified in the online support system.

Thereafter, SecurityBridge will issue the license . For the avoidance of doubt, if the customer requests the license only after the Offering has been made available to the customer for download via SecurityBridge's knowledge base, this shall not postpone or otherwise affect the delivery date of the Offering.

4. **Support and Maintenance**. The specific support program included with a Purchased Offering will be identified in the applicable Order. SecurityBridge will provide support and maintenance services in accordance with the terms of the Support Exhibit as set forth in https://sd.securitybridge.com and attached hereto.

5. **Configuration and Implementation Services**. SecurityBridge offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees set forth on the Order.

6. **Data Protection and Personal Data**. SecurityBridge will follow globally recognized data protection principles and industry-leading standards for the security of personal data. The parties will enter into SecurityBridge's standard data processing addendum as required.

7. CONFIDENTIALITY.

a. **Confidential Information**. Each party will protect the Confidential Information of the other party. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature; (ii) limit use of Disclosing Party's Confidential Information to perform its obligations or exercise its rights under these General Terms; and (iii) limit disclosure of the Disclosing Party's Confidential Information to its employees, contractors, professional advisors, or Affiliates who, in each case, have a bona fide need to know such Confidential Information for purposes

consistent with these General Terms and are bound by written agreements (or, in the case of professional advisors, formal ethical obligations) requiring them to treat, hold, and maintain such Confidential Information in a manner that is at least as protective as the terms and conditions set forth in this Section 7.

b. **Compelled Disclosure of Confidential Information**. Notwithstanding the foregoing terms, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law enforcement agencies or regulators to do so, provided the Receiving Party gives the Disclosing Party prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. SecurityBridge recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. CUSTOMER CONTENT; USAGE DATA.

a. **Data License**. Customer owns all right, title, and interest in and to any and all Customer Content. Notwithstanding anything to the contrary, Customer hereby grants to SecurityBridge a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to SecurityBridge's contractors and service providers) right and license to copy, display, create derivative works of, and otherwise use the Customer Content solely to perform its obligations under these General Terms during the Term.

b. **Usage Data**. You hereby authorize SecurityBridge and its third-party service providers to derive Usage Data relating to your use of the Service. We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

9. TERM AND TERMINATION.

a. **Software Subscription**. Unless stipulated otherwise in the appliable Order, the Term for all Purchased Offerings is for a period of one year, starting from the date specified on the Order. The Term maybe extended

for additional periods of the same duration as the Licensed Periodby executing a written order for the additional period.

i. **License Period**. A "**License Period**" means 12 months, unless otherwise agreed upon by the parties in writing. The number of license extensions is not limited, either by time, or quantity.

ii. **Post-Termination Obligations**. Upon expiration or termination of Customer's right to use the Purchased Offerings due to any of the above conditions, all copies of the Purchased Offerings made by Customer must be effectively deleted and destroyed. The Customer must certify this in writing to SecurityBridge. Access to any online support, including support services and configuration and implementation services, will be withdrawn.

b. **Termination**. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SecurityBridge shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

c. **Survival**. The following provisions will survive any termination or expiration of these General Terms: Sections 1, 3, 6, 7, 8(a)(ii), 8(b), 9(b), 10, 11, 12, 13, and 14.

10. REPRESENTATIONS AND WARRANTIES.

a. **General Corporate Warranty**. Each party represents and warrants to the other party that it has the legal power and authority to enter into these General Terms.

b. **Hosted Services Warranty**. SecurityBridge represents and warrants to the Customer that during the Term: (i) SecurityBridge will not materially decrease the overall functionality of the hosted services including in the Purchased Offerings; and (ii) the hosted services in the Purchased Offerings will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these representations and warranties, will be your right to terminate the applicable hosted services included in the Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

c. **On-Premises Product Warranty**. SecurityBridge warrants that for a period of 90 days from the delivery of an on-premises product included in the Purchased Offerings, such on-premises products will substantially perform the material functions described in the applicable Documentation for such on-premises products, when used in accordance with the applicable Documentation. SecurityBridge's sole liability, and your sole remedy, for any failure of such on-premises product to conform to the foregoing warranty, is for SecurityBridge to do one of the following (at SecurityBridge's sole option and discretion): (i) modify, or provide an Enhancement for, such on-premises product so that it conforms to the foregoing warranty; (ii) replace your copy of such on-premises product with a copy that conforms to the foregoing warranty; or (iii) terminate the Purchased Offering with respect to the non-conforming on-premises product and refund the Fees paid by you for such non-conforming on- premises product.

d. **Disclaimer of Implied Warranties**. Except as expressly set forth above, the Offerings are provided "as is" with no warranties or representations whatsoever express or implied. SecurityBridge and its suppliers and licensors disclaim all warranties and representations, including any implied warranties of merchantability, satisfactory quality, non-infringement,

fitness for a particular purpose, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage.

SecurityBridge does not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

11. OWNERSHIP.

As between you and SecurityBridge, SecurityBridge owns and reserves all right, title, and interest in and to the Offerings, developer tools and other SecurityBridge materials, including all intellectual property rights therein. We retain rights in anything delivered or developed by us or on our behalf under these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, DATA, GOODWILL, USE OR INFORMATION, SECURITY BREACHES OR INTRUSIONS, DOWNTIME OR COST OF REPLACEMENT SOFTWARE OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SECURITYBRIDGE'S LIABILITY TO CUSTOMER FOR LOSSES, LIABILITY, DAMAGES, COSTS, EXPENSES, AND OTHER AMOUNTS ARISING OUT OF THESE GENERAL TERMS, REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO SECURITYBRIDGE DURING THE IMMEDIATELY PRECEDING 12 MONTHS PURSUANT TO THE ORDER FOR THE PRODUCT OR SERVICES, BUT IN NO EVENT IN EXCESS OFTHE AMOUNT PAID FOR THE PURCHASED OFFERINGS. CUSTOMER AGREES THAT IT SHALL HAVE NO RIGHT TO ASSERT ANY CLAIM UNDER THESE GENERAL TERMS

LATER THAN SIXYEARS AFTER THE EVENT(S) GIVING RISE TO SUCH CLAIM(S). THE LIMITATION OF LIABILITY HEREIN WILL NOT APPLY TO
A CUSTOMER'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF A PARTY. THE FOREGOING DISCLAIMERS OF DAMAGES WILL ALSO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. INDEMNIFICATION.

a. SecurityBridge will have the right to intervene to defend at its expense Customer against any third-party claim, suit or proceeding ("**Claim**") alleging that the Purchased Offerings infringe any third party intellectual property right; provided that Customer
(i) promptly gives written notice of the Claim to SecurityBridge; (ii) gives SecurityBridge sole control of the defense and settlement of the Claim (provided that SecurityBridge may not settle any Claim unless it releases Customer of all liability); and (iii) provides to SecurityBridge, at SecurityBridge's cost, all reasonable assistance. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Notwithstanding the foregoing, SecurityBridge will have no obligation under this section or otherwise with respect to any infringement claim to the extent based upon
(A) any unauthorized use, reproduction, or distribution of the Purchased Offerings or any breach of these General Terms by Customer, (B) any combination of the Purchased Offerings with other products, equipment, software or data not supplied, authorized or recommended by SecurityBridge, (C) any modification of the Purchased Offerings by any person other than SecurityBridge or its authorized agents or contractors or
(D) any activity after SecurityBridge has provided Customer with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Purchased Offerings. If SecurityBridge reasonably believes that all or any portion of the Services, or the use thereof, is likely to become the subject of any infringement claim, suit or proceeding, SecurityBridge will procure,

at SecurityBridge's expense, for Customer the right to continue using the Purchased Offerings in accordance with the terms hereof, replace or modify the allegedly infringing Service to make it non-infringing, or, in the event the preceding is infeasible or not commercially practicable, SecurityBridge may, in its sole discretion, terminate these General Terms upon written notice to Customer and refund to Customer any prepaid amounts for the unused Purchased Offerings.

b. Reserved.

14. **GOVERNING LAW**. These General Terms will be governed by and construed in accordance with the Federal laws of theUnited States. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

15. **MISCELLANEOUS**.

    a. **Different Terms**. SecurityBridge expressly rejects terms or conditions in any Customer Order, purchase order, or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. Such different or additional terms and conditions will not

become a part of the agreement between the parties, unless both parties expressly agree to such additional terms and conditions in writing.

b. **No Future Functionality**. You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by SecurityBridge regarding future functionality or features.

c. **Notices**. Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery; (ii) the second business day after mailing; or (iii) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

d. **Assignment**. Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party. Any attempt to assign these General Terms other than as permitted herein will be null and void *ab initio*. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

e. **U.S. Government Use Terms**. SecurityBridge provides Offerings for U.S. federal government end use solely in accordance with the following:

Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data–Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with SecurityBridge to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

f. **Waiver; Severability**. The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

g. **Integration; Entire Agreement**. These General Terms along with any additional terms incorporated herein by reference, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

h. **Force Majeure**. In accordance with GSAR Clause 552.212-4(f), Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners, and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

i. **Independent Contractors; No Third-Party Beneficiaries**. The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. Neither party has the authority to bind or act on behalf of the other party in any capacity or circumstance whether by contract or otherwise.