SAFEBREACH SERVICE SUBSCRIPTION AGREEMENT

This **Service Subscription Agreement** (the "**Agreement**") is entered into as of the date set forth in the Purchase Order (the "**Effective Date**"), by and between the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of SafeBreach Inc., a Delaware corporation, having its principal place of business at 111 W Evelyn Ave, Suite 117, Sunnyvale, CA 94086 including any subsidiary, parent or affiliated company (collectively, "**SafeBreach**"), and the Government Agency ("Customer") who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2I, as such order may be revised from time to time. The GSA MAS Contractor and the Government Ordering Activity are each a "Party" and together are the "Parties" to this Agreement.

There is no privity of contract between Customer and SafeBreach and Customer does not contemplate SafeBreach being a third-party beneficiary of this Agreement or the contract entered into by Customer and the GSA MAS Contractor.

WHEREAS, SafeBreach is the developer and provider of certain services, designed to assist its customers with identifying potential vulnerabilities that may lead to a cyberattack ("**Service/s**");

WHEREAS, in order to allow the Customer to utilize the Services (and solely for such purpose), and subject to the terms of this Agreement, SafeBreach may install on the Customer premises such number of copies of SafeBreach's software ("**Program**") including such modules and on such types and number of devices as described in **the Purchase Order**; and

WHEREAS, Customer wishes to subscribe to the Services and Program as described in **Quote and Purchase Order**, and SafeBreach wishes to provide a subscription to the Services and Program to Customer.

NOW, THEREFORE, the parties hereby agree as follows:

1.   Subscription

1.1.   Services and Program. SafeBreach hereby grants Customer a non-exclusive, non-transferable right to access and use the Program in order to utilize the Services, during the Term (as defined below), solely for Customer's internal business purposes, subject to Customer's compliance with any and all of the terms and conditions set forth in this Agreement. Customer hereby agrees to cooperate with SafeBreach to enable the provision of the Services, and comply with instructions provided by SafeBreach to Customer in connection with SafeBreach's provision of Services.

1.2.   Maintenance and Support. Customer shall be entitled to participate, during the Term, in SafeBreach's maintenance and support program, with respect to the Program, as set forth in **Exhibit A** attached hereto as may be amended and revised by SafeBreach from time to time subject to acceptance by the GSA Contracting Officer ("**Maintenance and Support Program**"), which fees are included in the annual subscription fee set forth in the Purchase Order (the "**Annual Subscription Fee**").

1.3.   Documentation. SafeBreach may make available certain Documentation to Customer to be used by Customer for its internal business purposes and solely in connection with Customer's use of the Program and Services during the Term (the "**Purpose**"). "**Documentation**" means SafeBreach's standard user documentation generally made available by SafeBreach to its Customers describing the use, features and operation of the Program and Services.

2.   Restrictions on Use. Customer shall not: (i) circumvent, disable or otherwise interfere with security-related features of the Program or the Services, or features that enforce limitations on use of the Program or the Services; (ii) sell, rent, lease, license or timeshare the Program or the Services, or use it in any service bureau arrangement; (iii) copy, modify, reverse engineer, decompile, disassemble or derive, or attempt to derive, the source code of, the Program or the Services, or any components thereof; (iv) use the Program or the Services to develop a competing service or product; (v) interfere or attempt to interfere with the integrity or proper working of the Program or the Services; (vi) remove, deface, obscure, or alter SafeBreach's, or any third party's copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Program and/or the Services; or (vii) use the Program and/or the Services in a manner that would violate applicable laws, or is outside the scope of the rights granted in this Agreement.

3.   Rights and Title

3.1.   Program and Services. The Program and Services are licensed and not sold to Customer. All intellectual property rights and all other rights, title and interest of any nature in and to the Program or Services, and any related content, Documentation and Services provided or made available by SafeBreach hereunder, and all modifications, upgrades, customizations enhancements, improvements, and derivative works thereof (all - whether created by SafeBreach, Customer or otherwise, and whether or not permitted under this Agreement), are and shall remain the exclusive property of SafeBreach and its licensors. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. SafeBreach and its licensors reserve any and all rights not expressly granted in this Agreement.

3.2.

4.   Term and Termination

4.1.   Term. This Agreement shall be effective as of the Effective Date and shall continue for a term of one (1) year (the "**Initial Term**").

4.2.   Termination Reserved.

4.3.   Distress Event. Reserved.

4.4.   Effect of Termination

4.4.1.   General. Upon termination of this Agreement, Customer shall immediately discontinue all access and use of the Program and Services and shall promptly, but in any event within three (3) days, permanently delete all copies of the Documentation in Customer's or any of its representatives' possession or control.

4.4.2.   Survival. This Section 5 and Sections 2 (Restrictions on Use), 3 (Rights and Title), 4 (Consideration), 6 (Warranty Disclaimer), 7 (Limitation of Liability), 8 (Indemnification), 9 (Confidential Information), and 10 (Miscellaneous) shall survive termination of this Agreement.

5.   Warranty Disclaimer

5.1.   CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE PROGRAM AND SERVICES, AND ANY

RESULTS THEREOF, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER; AND (II) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SAFEBREACH WILL NOT BE LIABLE OR RESPONSIBLE FOR: (A) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S OR ANY THIRD PARTY'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER.

5.2.   CUSTOMER'S USE OF AND RELIANCE UPON THE PROGRAM, SERVICES AND ANY RESULTS THEREOF IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND SAFEBREACH SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.

6.   Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM SECTION 2, 8 OR 9 TO THE EXTENT PERMITTED BY FEDERAL LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (A) ANY DAMAGES RESULTING FROM LOSS OF DATA, INTERPUPTION OF BUSINESS, DESTRUCTIONS OF SERVERS, LOSS OF USE OR LOSS OF REVENUE OR PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR (B) ANY AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID AND/OR PAYABLE HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. NEITHER, SAFEBREACH NOR CUSTOMER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FURTHER, NEITHER SAFEBREACH NOR CUSTOMER SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE FEDERAL LAW.   NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733

7.   Indemnification.

7.1.   By SafeBreach. SafeBreach hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third party claim, suit or proceeding that Customer's use of the Program and/or Services within the scope of this Agreement infringes any intellectual property rights of a third party. SafeBreach shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the Customer data. Without derogating from the foregoing defense and indemnification obligation, if SafeBreach believes that the Program and/or Services, or any part thereof, may infringe, then SafeBreach may in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Program and/or Services; (ii) replace or modify the

allegedly infringing part of the Program and/or Services so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the foregoing clauses (i) and (ii) are not reasonably commercially feasible, terminate this Agreement immediately, and in such event Customer shall receive a prorated refund of any Annual Subscription Fees paid for the unused portion of the applicable subscription period. This Section 8.1 states SafeBreach's entire liability and Customer's exclusive remedy for any claims of infringement.

7.2.   General. The defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given the right to participate in the defense and/or settlement of the claim (however no compromise or settlement of any claim imposing financial liability upon the indemnified party may be effected without the prior written consent of indemnified party); and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim; except if there is any conflict of interest between the parties or the indemnifying party has failed to participate in defending such claims, in such event the indemnified party shall have the right to appoint their own legal counsel, at the indemnifying party's expense.

8.   Confidential Information.   Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party. SafeBreach shall be allowed to collect, store and use anonymized data for research and analytics purposes to the extent it does not include Confidential Information of the Customer.

9.   Miscellaneous. This Agreement shall constitute the full agreement between the Parties with respect to its subject matter and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. If any of the terms contained in this Agreement shall, for any reason, be held to be void or unenforceable, it shall not affect the validity or enforceability of any other term in this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce each such provision thereafter. This Agreement shall be governed by and construed under the Federal laws of the United States. Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing, by fax or mail and shall be sent to the address for each Party set forth on the first page of this

Agreement, or at such other address as shall be given by either Party to the other in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by a facsimile or an email followed by a written or electronic confirmation; (b) two (2) days after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified mail.

<u>**Exhibit A**</u>

<u>**SafeBreach Maintenance and Support Program**</u>

1. **Maintenance Services.**
    a. SafeBreach will provide Customer with remedial and preventive maintenance and support services to the Program, as provided in, and subject to, the terms set forth in SafeBreach's SLA (the "**SLA**") as detailed herein ("**Maintenance Services**") to keep the most current release of the Program in good operating condition, and subject to the terms of the Service Subscription Agreement, entered into between the Customer and the GSA MAS Contractor acting on behalf of SafeBreach (the "**Agreement**").
    b. SafeBreach's obligation to provide Maintenance Services is dependent upon: (i) the Agreement being in effect; and (ii) the performance by Customer of all of its obligations set forth in the Agreement and the obligations set forth herein.
    c. Without derogating from the provisions of the SLA, SafeBreach shall not be obligated to provide Maintenance Services pursuant to this <u>Exhibit B</u>, that are required as a result of any of the following: (i) abuse, misuse, accident or neglect; (ii) repairs, alterations, customization and/or modifications; (iii) use of materials composed by the Customer which may not comply with SafeBreach's requirements; (iv) use of the Program for other than the intended purpose for which it was licensed; (v) Alterations, modifications or integration of the Program with third party software (for the avoidance of doubt, SafeBreach shall provide Maintenance Services in its 'out of the box' configuration); or (vi) inadequate backups of the Program by the Customer that prevent SafeBreach from reinstalling the Program before or after the reported problem was solved.

2. **Updates and New Versions.**
    a. During the term of the Agreement, SafeBreach shall make available to Customer updates to the Program, consisting of one copy of modifications and improvements to the Program that SafeBreach determines are required to achieve the specifications established by SafeBreach for the Program (the "**Updates**"). For the avoidance of doubt, Updates shall only include such modules of the Program licensed by Customer, under the Agreement. The Updates will be made available to Customer at no additional cost.
    b. SafeBreach shall maintain prior versions of the Program until the earlier of (i) a period not earlier than 18 months from the release of each new version release, or (ii) termination of this Support and Maintenance Agreement. Upon receipt and installment of Updates, Customer may keep one (1) copy of the previous version of the Program for archival purposes only and shall destroy all other copies of the previous version of the Program.

<u>**Service Level Agreement ("SLA")**</u>

3. SafeBreach will support a Customer with problems generated directly by and as part of the Program, as defined in this <u>Exhibit A</u>, including support for technical or installation problems, implementation and documentation errors. For the purpose of this SLA, the terms technical problems or installation problems shall be defined herein as defects ("**Defect**s").

<u>Initiating Support Requests</u>

4. Support calls shall be Initiated by a designated individual nominated by Customer (the *"***Representative***"*) by filing of a Support Request through a designated form in the Program's help section, or by an email to support@safebreach.com or calling SafeBreach support center at +1-408-741-9505 or submitting a web support request at https://support.safebreach.com/

<u>Handling of Support Requests</u>

5. Customer Support Team (CST) shall recreate the Defect reported in SafeBreach's labs using the relevant 'out of the box' version of the Program.

6. SafeBreach may request the Representatives:
    a. To provide additional information (e.g. screen shots, log information etc).

    b. To perform troubleshooting activities to enable identification of the source of the reported problem.

    c. To install patches or files that are sent by SafeBreach to be executed accurately in accordance with SafeBreach's instructions and the results of such installation will be reported back to the CST.

    d. CST may determine, that in order for SafeBreach to identify and/or solve the reported problem, access to the Program is required ("**Remote Access**"). In such case, it is the Representative's responsibility to enable such Remote Access in a form acceptable to SafeBreach. If the Customer is unable to enable SafeBreach with Remote Access, SafeBreach's representatives may need physical access to Customer servers. Customer acknowledges that such on-site access is not included in the Maintenance Services and may cause delay in the response time or repair of the reported problem and shall be invoiced separately.

7. In any case where the Defect was successfully recreated by CST, SafeBreach shall send an appropriate fix in accordance with the timetables set forth in <u>Section 10,</u> below.

8. SafeBreach will not support or provide solutions to problems (i) that were not generated directly by, or on, the Program, including, but not limited to, problems generated by Customer's database, network components, operating systems, applications or integration with other systems; or (ii) in a Program that has been customized or otherwise modified; or (iii) if the Customer did not implement any preventive maintenance steps and procedures that will be directed by SafeBreach.

9. Initial response for Defects will be provided based on the severity of the Defect as set forth below.

<u>PRIORITY LEVELS of DEFECTS</u>

10. Customer Support for the Program covers (i) development and production issues for the Program and its components, (ii) informational and implementation questions about the Program and features; and (iii) troubleshooting operational problems with the Program.

    A. <u>Response Times and Availability</u>
        CST will attempt to respond to cases within these internal time frames. These are targets only, and are not guaranteed. CST does not

guarantee resolution times or delivery dates. These times are subject to change depending on the nature of a case and complexity of the reported case.

Standard Support:

Categorization	Criteria	Initial Response Time	Status Update
Level 1/Priority 1 Critical/Urgent	Critical technical issue resulting in a total loss of core functionality in the Program. No Workaround is available.	Within 2 hours (All days)	4 Business hours
Level 2/Priority 2 High	Major technical issue resulting in severe performance problems in the Program. No Workaround is available.	Within 6 Business hours	1 Business Day
Level 3/Priority 3 Normal/Medium/Low	A minor technical issue where the Customer can use the Program with only slight inconvenience.	1 Business Day	1 Business week

Premium Support

Categorization	Criteria	Initial Response Time	Status Update
Level 1/Priority 1 Critical/Urgent	Critical technical issue resulting in a total loss of core functionality in the Program. No Workaround is available.	1 hour or less (All days)	4 hours (All days)
Level 2/Priority 2 High	Major technical issue resulting in severe performance problems in the Program. No Workaround is available.	2 to 4 hours (All days)	8 hours (All days)
Level 3/Priority 3 Normal/Medium/Low	A minor technical issue where the Customer can use the Program with only slight inconvenience.	1 Business Day	1 Business week

a. Customer acknowledges that not all Level 3 problems will require a workaround. SafeBreach may, in its reasonable discretion, respond to a Level 3 problem by making correction of the error a feature request.

b. For Level 1 and Level 2 incidents, Customer shall initiate contact with CST via telephone and indicate the probable category of the incident. Telephone Support for Standard Support shall be standard business hours. Telephone Support for Premium Support shall be 24x7x365 for all Level 1 and Level 2 issues, and during standard business hours for Level 3 issues. For Level 3 incidents, Customer may email or telephone the CST.

c. CST's standard business hours are Monday through Friday, 8:00 AM-5:00 PM Pacific Time.

d. Response time is defined as the time between the creation of the case and the first attempt of a SafeBreach support engineer from CST to contact the Customer who initiated a case.

e. Above severities apply to systems in production, errors in non-production systems (test, development, sandbox) will be automatically downgraded one level.

f. Problems with the installation of the Program have Priority/Severity "High" at a maximum.

g. When a Customer initiates a case outside Standard Support Hours, (meaning, either Customers with Premium Support initiate a Severity 3 case outside Standard Support Hours or Customers with Standard Support initiate a case of any severity outside Standard Support Hours), then the case will be handled as if it was initiated at 8 AM the next business day.

h. A SafeBreach installation in an environment which is not in compliance with SafeBreach's sizing and technical recommendations will be automatically downgraded by one level.

i. Above response times apply only if e-mail communication is provided via support@safebreach.com and/or if phone communication is provided by calling the official and posted hotline numbers.

j. If CST determines that an issue is fixed in a released patch, CST may require the Customer to apply this patch before commencing troubleshooting.

B. Resolved Queries

An issue is considered resolved when (i) the issue is solved; (ii) the source of the issue is determined to lie with a third party; or (iii) Customer does not respond to a request from SafeBreach within seven (7) consecutive days after SafeBreach's request.

11. Solution to Defects may include workaround, Program patch or new Program version.