



**CYBER ADAPT, INC.
MASTER SUBSCRIPTION AGREEMENT**

Cyber adAPT, Inc., a Delaware corporation (“**Cyber adAPT**”), owns or licenses certain Software applications that it has developed and/or makes commercially available to its customers as an installed application and as a software as a service offering.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (A) ACCEPTING THIS AGREEMENT ONLINE; (B) SIGNING THE ORDER FORM WHICH REFERENCES THIS AGREEMENT OR (C) USING, INSTALLING, ACCESSING OR ACTIVATING THE SOFTWARE OR THE COMPANY SOLUTION AFTER BEING MADE AWARE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS CONTAINED HEREIN, AND HAS THE AUTHORITY TO AGREE TO, AND IS CONFIRMING THAT IT IS AGREEING TO, COMPLY WITH AND BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ENTERED INTO BY AND BETWEEN CYBER ADAPT AND CUSTOMER. IF, AFTER READING THIS AGREEMENT, CUSTOMER DOES NOT ACCEPT OR AGREE TO THE TERMS CONTAINED WITHIN THIS AGREEMENT, CUSTOMER SHALL NOT USE, INSTALL, ACCESS OR ACTIVATE THE SOFTWARE OR MAKE USE OF COMPANY SOLUTION.

IF YOU ARE AN AGENT OR EMPLOYEE OF CUSTOMER, THEN YOU HEREBY REPRESENT AND WARRANT THAT: (A) YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON CUSTOMER’S BEHALF AND TO BIND CUSTOMER AND (B) YOU CERTIFY THAT YOU HAVE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER.

1. DEFINITIONS

- (a) “**Activation**” means once in relation to a Company Solution Subscription the following has occurred: (a) the Master Subscription Agreement is executed by Customer **and** (b) the Company Solution is actively monitoring Customer network traffic for the first time (with Cyber adAPT’s records of such time being conclusive) until Cyber adAPT has suspended or cancelled such Subscription.
- (b) “**Agreement**” means, collectively, the Order Form, this Master Subscription Agreement, Support Terms, Privacy Policy, Documentation and any other documents specifically incorporated by reference herein.
- (c) “**Authorized Reseller**” means any entity or other party duly authorized by Cyber adAPT to resell, and provide service with respect to, the Company Solution in such geographic area where such party is so authorized to do so by Cyber adAPT.
- (d) “**Business Day**” means a day that Cyber adAPT is open for business, between the hours of 8:00 AM Central Time and 5:00 PM Central Time. Business Day will exclude any observed holidays by Cyber adAPT.
- (e) “**Central Time**” means the U.S. Central Time Zone.
- (f) “**Claim Against Cyber adAPT**” has the meaning given in Section 17.
- (g) “**Company Solution**” means the following (individually or a combination thereof), Cyber adAPT Hardware, Cyber adAPT Cloud, Sensor Software, Software, Investigative Services (if applicable), and such other products and services that are ordered by Customer on an Order Form and made available by Cyber adAPT as part thereof, including the applicable Documentation.
- (h) “**Confidential Information**” has the meaning given in Section 13.1.
- (i) “**Customer**” means the customer named in the applicable Order Form.
- (j) “**Customer Data**” means any data, files or information, including data, files or information that may include Personal Data, collected, accessed, used, communicated, stored or submitted by Customer or Users, or otherwise related to Customer’s or User’s use of the Company Solution and/or otherwise generated, collected, or accessed by use of the Company Solution.
- (k) “**Cyber adAPT**” has the meaning given in the preamble.
- (l) “**Cyber adAPT Cloud**” means the Software that Customer is granted rights of access and use under this Agreement, which resides on a server operated by, or on behalf of Cyber adAPT by a third party, and which will be remotely accessible over the internet by Customer and its Users, including any ancillary services available in connection therewith, as such service(s) may be updated from time to time by Cyber adAPT in its sole discretion.
- (m) “**Cyber adAPT Hardware**” means such computer appliances, servers or other hardware that are provided by Cyber adAPT or its Authorized Resellers as specified in the Order Form or otherwise provided by Cyber adAPT for the Customer’s use with the Company Solution.
- (n) “**Derivative Data**” has the meaning given in Section 9.
- (o) “**Disclosing Party**” has the meaning given in Section 13.1.
- (p) “**Documentation**” means the written or electronic documentation, including user manuals, reference materials, installation manuals and/or release notes (if any) that Cyber adAPT generally makes available to licensees of the Company Solution, as the case may be. For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers or related media or feedback does/do not constitute Documentation.
- (q) “**Feedback**” has the meaning given in Section 3.6.
- (r) “**Fees**” means Subscription Fees, Investigative Services Fees and/or any other fees referenced in an Order Form (as applicable).

- (s) **"Force Majeure"** means a cause beyond Cyber adAPT's reasonable control, including acts of God, labor disputes, industrial disturbances, systematic electrical, telecommunications or other utility failures, pandemic, earthquakes, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism and war.
- (t) **"Infringement Claim"** has the meaning in Section 16.1.
- (u) **"Initial Term"** has the meaning given in Section 19.1
- (v) **"Intellectual Property Rights"** shall mean all intellectual property rights of whatever nature including inventions, patents (and applications for the same), copyright, the benefit of any waiver of Moral Rights, design rights, registered designs (and applications for the same), trade and service marks (registered and unregistered and applications for the same), know-how, trade secrets and duties or obligations of confidence, mask work rights, topography rights and other rights in semiconductor chips, rights in or relating to databases, trade names, domain names and business names and all other similar or analogous rights, whether registered or unregistered, anywhere in the world.
- (w) **"Investigative Services"** means the consulting services provided by Cyber adAPT pursuant to a SKU or other designation as set forth on an Order Form and the terms of Section 21 hereof.
- (x) **"Investigative Services Fees"** has the meaning given in Section 21.1.
- (y) **"Maintenance and Support"** means the Cyber adAPT technical support services for certain components of the Company Solution provided by Cyber adAPT as described in, and in accordance with, the Support Terms, as updated from time to time.
- (z) **"Moral Rights"** means any and all moral rights arising under applicable law, as amended (or any successor legislation of similar force and effect) or similar legislation in other applicable jurisdictions or at common law that such individual, as author, has with respect to any copyrighted works prepared by such individual hereunder including, without limitation, the right to attribution of authorship, and the right to restrain any distortion, mutilation or other modification of such work and the right to prohibit any use of any such work in association with a product, service, cause or institution that might be prejudiced to such individual's honor or reputation.
- (aa) **"Network Analysis"** has the meaning given in Section 6.
- (bb) **"Open-Source Component"** means any software component that is subject to an open-source license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser General Public License, that has been approved by the open-source initiative; any other obligation, restriction or license agreement that: substantially conforms to the open-source definition as prescribed by the open-source initiative; or may otherwise require disclosure or licensing to any third party of any source code with which such software component is used or compiled.
- (cc) **"Order Form"** means an order form in electronic or written form for ordering Subscriptions and/or Investigative Services.
- (dd) **"Party"** means Cyber adAPT or the Customer and **"Parties"** means both Cyber adAPT and the Customer.
- (ee) **"Personal Data"** means any information relating to an identified or identifiable natural person.
- (ff) **"Privacy Policy"** means Cyber adAPT's privacy policy made available by Cyber adAPT at <https://www.cyberadapt.com/PrivacyNotice> as updated by Cyber adAPT from time-to-time.
- (gg) **"Receiving Party"** has the meaning given in Section 13.1.
- (hh) **"Renewal Term"** has the meaning given in Section 19.1.
- (ii) **"Sensor"** means: (i) Cyber adAPT Hardware that is specifically utilized in the Company Solution to analyze Customer's network traffic for threats, or (ii) a Virtual Sensor, as identified and set forth by SKU or other designation on the Order Form, to analyze Customer's network traffic for threats.
- (jj) **"Sensor Software"** is the Software that is installed directly on Cyber adAPT Hardware and the Software that comprises the Virtual Sensor, as applicable.
- (kk) **"Software"** means the Cyber adAPT proprietary network threat detection software program(s) identified in the Order Form in object code format, including the Documentation for such program(s) and which is made available by Cyber adAPT pursuant to the terms of this Agreement. For the avoidance of doubt, Software shall include Sensor Software along with any and all proprietary Cyber adAPT software running in the Cyber adAPT Cloud.
- (ll) **"Subscription"** means the rights granted by Cyber adAPT to Customer to utilize the Company Solution (excluding Investigative Services) specified on an Order Form and made available by Cyber adAPT pursuant to the terms of this Agreement for the Subscription Term.
- (mm) **"Subscription Fee"** means the fee payable by Customer for a Subscription as set out in the Order Form.
- (nn) **"Subscription Term"** means the period of time that Customer is authorized by Cyber adAPT to access and use the Subscription and includes the Initial Term and any Renewal Term.
- (oo) **"Support Terms"** means the then-current terms on which Cyber adAPT provides Maintenance and Support for the Company Solution to Customer and made available by Cyber adAPT at <https://cyberadapt.com/SupportTerms>, as updated by Cyber adAPT from time-to-time.
- (pp) **"Sustained Network Traffic"** means the maximum, sustained network traffic rate permitted to be analyzed by each Sensor at any time during the Subscription Term (as such rate permission(s) are set forth in the Order Form) and licensed to Customer hereunder.
- (qq) **"Taxes"** has the meaning given in Section 11.3.

- (rr) **“Third-Party Products”** means any third-party products provided with or incorporated into the Company Solution, including any Open-Source Components.
- (ss) **“User”** means an individual authorized by Customer to access and use the Company Solution. User(s) may include Customer’s directors, officers, employees, consultants and contractors.
- (tt) **“Virtual Sensor”** means Cyber adAPT Software that is installed and runs in a virtual environment and which acts as a virtual sensor that is specifically utilized in the Company Solution.

2. RELATIONSHIP TO AUTHORIZED RESELLERS

- 2.1 Customer may have enrolled in the Subscription and/or Investigative Services or renewals of same via an Authorized Reseller. In addition to any other agreement Customer may have with the Authorized Reseller (in which case the Authorized Reseller, and not Cyber adAPT, shall be liable to Customer for any such terms and conditions contained therein), the terms and conditions of this Agreement govern Customer’s use and Cyber adAPT’s provision of, the Subscription and/or Investigative Services. Customer expressly acknowledges and agrees that Cyber adAPT, Authorized Resellers, suppliers and/or their agents/contractors may transfer Customer Data amongst themselves as necessary for the purpose of the provision and management of the Subscription and/or Investigative Services.
- 2.2 Notwithstanding anything to the contrary in this Agreement: (a) an Authorized Reseller may be responsible for providing Maintenance and Support; (b) an Authorized Reseller may charge, bill, and collect fees and expenses from Customer, in the amounts stated in and in accordance with the terms and conditions of the agreement between Customer and such Authorized Reseller; (c) if Customer is to be billed by an Authorized Reseller for some or all of the fees and expenses associated with the Subscription and/or Investigative Services, Customer shall pay the Authorized Reseller in accordance with the terms mutually agreed upon between Customer and such Authorized Reseller and any amounts referenced to being owed to Cyber adAPT herein shall mean amounts owed to Authorized Reseller; (d) if Customer’s relationship with an Authorized Reseller expires or terminates and such Authorized Reseller was billing Customer for certain fees, Customer agrees to pay Cyber adAPT for any further use of the Subscription and/or Investigative Services effective immediately upon any such expiration or termination in accordance with the terms herein; and (e) if Customer’s access to and use of the Subscription and/or provision of Investigative Services were sourced by an Authorized Reseller, and if Cyber adAPT receives notice from such Authorized Reseller that it has terminated or suspended its relationship with Customer or that circumstances warrant termination under this Agreement, Cyber adAPT may suspend and/or terminate Customer’s right to access and use the Subscription and/or receive Investigative Services and/or this Agreement without notice and without liability. In addition, Cyber adAPT may suspend and/or terminate the Subscription and/or this Agreement without notice and without liability upon receipt of notice from Authorized Reseller that Customer has failed to pay amounts due for the Company Solution or otherwise is in default to the Authorized Reseller with respect to any manner pertaining to the Company Solution or this Agreement.

3. GRANT OF LICENSES

- 3.1 Sensor Software. Subject to the number of licenses granted in the Order Form, the terms and conditions of this Agreement and Customer’s payment of the applicable Subscription Fees, Cyber adAPT hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fully revocable license during the Subscription Term to:
 - (a) use on Sensors (and in relation to the Virtual Sensor(s) install and use with respect thereto and thereon) Sensor Software, in object-code form, for use with the Company Solution, solely for Customer’s internal business purposes and solely on the number of Customer Sensors or instances identified in the applicable Order Form; and
 - (b) use the related Documentation as reasonably necessary to support the licensed use of Sensor Software during the Subscription Term.
- 3.2 Cyber adAPT Cloud. Subject to the terms and conditions of this Agreement and payment of the applicable Subscription Fees, Cyber adAPT hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, fully revocable, internal right solely for the Subscription Term to:
 - (a) access and use the Cyber adAPT Cloud, in accordance with the Documentation and this Agreement, and with respect to the number of Sensors specified in the applicable Order Form; and
 - (b) access and use the related Documentation as reasonably necessary to support the Customer’s permitted use of the Cyber adAPT Cloud.
- 3.3 Reservation of Rights. The Company Solution is licensed, not sold. Cyber adAPT and its licensors own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trade-mark rights, trade secret rights and all other Intellectual Property Rights), in and to the Company Solution and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof, all of which shall be deemed part of the Company Solution and subject to all of the provisions of this Agreement. Customer shall keep the Company Solution free and clear of all liens, encumbrances and/or security interests. Subject to the limited rights expressly granted in this Agreement, Cyber adAPT reserves all rights, title and interest in and to the Company Solution and Cyber adAPT’s Intellectual Property Rights. No rights are granted to Customer pursuant to this Agreement other than as expressly set forth in this Agreement.
- 3.4 License Restrictions.
 - (a) Sensor Software. Except as permitted in this Agreement Customer, shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Sensor Software available to any third party, other than to Users or as otherwise contemplated by this Agreement; (b) use the Sensor Software in violation of applicable laws or violate the rights of others; (c) reverse engineer, disassemble, reverse translate, decompile or in any other manner decode the Sensor Software except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary; (d) unbundle any component of the Sensor Software and/or

Documentation; (e) circumvent any user limits or other license timing or use restrictions that are built into the Sensor Software; (f) build a product or service that is competitive with the Sensor Software; (g) modify or create any derivatives of the Sensor Software and/or Documentation or merge all or any part of the Sensor Software and/or Documentation with another program; (h) make the Sensor Software and/or Documentation available on a server that can be accessed via a public network, such as, for example and without limitation, the Internet, in a manner that allows the Sensor Software and/or Documentation to be copied by any third party or (i) remove any trade-marks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Sensor Software originally provided to Customer.

(b) Cyber adAPT Cloud. Customer shall not (and shall not allow Users or any third party to): (a) possess, download or copy the Cyber adAPT Cloud or any part of the Cyber adAPT Cloud, including but not limited any component which comprises the Cyber adAPT Cloud, but not including any output from the Cyber adAPT Cloud that is made available to Customer as part of the Subscription; (b) knowingly interfere with service to any of Cyber adAPT's users, hosts or networks, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Cyber adAPT Cloud and/or Documentation; (d) circumvent any user limits or other timing or use restrictions that are built into the Cyber adAPT Cloud; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the Cyber adAPT Cloud or Documentation in any form to any person without the written consent of Cyber adAPT; (f) remove any proprietary notices, labels, or marks from the Cyber adAPT Cloud or Documentation; (g) create any "links" to or "frame" or "mirror" of the Cyber adAPT Cloud or any portion thereof; (h) build a product or service that is competitive with the Cyber adAPT Cloud; (i) copy any ideas, features, functions or graphics of the Cyber adAPT Cloud; (j) remove any trade-marks, copyright notices, restricted rights legends, proprietary markings and the like with respect to the Cyber adAPT Cloud; (k) use the Cyber adAPT Cloud in violation of applicable laws or the rights of others or (l) input, transmit, communicate or upload any data to, or combine any other data with, the Company Solution data other than the data that is generated by the Company Solution.

3.5 Third-Party Products. Cyber adAPT may distribute certain Third-Party Products with the Company Solution. For purposes of this Agreement, such Third-Party Products might be subject to their own license terms and the applicable flow through provisions. If Customer does not agree to abide by the applicable terms for such Third-Party Products, then Customer should not install, access or use such Third-Party Products. The Company Solution may also contain certain Open-Source Components. Customer understands and acknowledges that such Open-Source Components are not licensed to Customer pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Customer shall have only such rights and/or licenses, if any, to use the Open-Source Components as set forth in their independent licenses.

3.6 Feedback. Customer may provide reasonable feedback to Cyber adAPT including, but not limited to, suitability, problem reports, suggestions and other information with respect to the Company Solution ("**Feedback**"). Customer hereby grants to Cyber adAPT a

fully paid-up, royalty-free, worldwide, assignable, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Company Solution and any other Cyber adAPT products or services or for any other purposes, any Feedback provided by Customer or its Users.

4. CYBER ADAPT TRADEMARKS

Customer may not delete, remove, hide, move or alter any trademark, logo, icon, image or text that represents the name of the Software or Cyber adAPT name or product name, any derivation thereof, or any icon, image, or text that is likely to be confused with the same. All representations of the company name or mark related to the Software or "Cyber adAPT" or any of its affiliates' names or marks must remain as originally distributed regardless of the presence or absence of a trademark, copyright or other intellectual property symbol or notice.

5. OWNERSHIP OF CYBER ADAPT HARDWARE

Customer acknowledges and hereby agrees that all loaned Cyber adAPT Hardware shall remain the property of Cyber adAPT or its Authorized Resellers. Risk of loss of the Cyber adAPT Hardware passes to Customer upon delivery of the Cyber adAPT Hardware at the Customer's address. Such Cyber adAPT Hardware shall be promptly returned by Customer within twenty (20) days at the end of the Subscription Term. Customer acknowledges that Customer's failure to do so shall result in Cyber adAPT or its Authorized Reseller billing Customer for the cost of such Cyber adAPT Hardware, and Customer shall remit payment promptly upon receipt of such invoice.

6. NETWORK ANALYSIS

During the Subscription Term, the Sensor Software will be deployed within Customer's network to monitor Customer's network traffic and shall be regularly updated by Cyber adAPT with threat detection logic and/or other key detection components and improvements from time to time. The Sensor Software will allow for the transfer of certain Customer Data to the Cyber adAPT Cloud for further analysis, correlation and reporting to Customer by Cyber adAPT or for Cyber adAPT's internal use related to threat analysis and the performance of the Company Solution (collectively, the "**Network Analysis**"). During the Subscription Term, Customer expressly agrees to the deployment set forth herein and to the Network Analysis herein described and agrees to make appropriate configurations to Customer's firewall or other network related systems to ensure proper deployment of the Company Solution. If required by Cyber adAPT, Customer further agrees to provide Cyber adAPT a technical contact who may be consulted during the Subscription Term to ensure the Sensor Software can be properly installed in Customer's network. Customer hereby represents to Cyber adAPT that Customer is authorized to allow Cyber adAPT to conduct the Network Analysis and expressly consents to the same hereunder and shall indemnify and hold Cyber adAPT harmless for its actions in performing the Network Analysis on and pursuant to this Agreement and for the collection, analysis and/or transfer of Customer Data as may be executed by the Company Solution and/or as contemplated by this Agreement.

7. CUSTOMER DATA

- 7.1 As between Cyber adAPT and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.
- 7.2 Customer grants Cyber adAPT a worldwide, limited-term license to access, host, copy, transmit and display Customer Data as necessary for Cyber adAPT to provide the Company Solution in accordance with this Agreement. Subject to the limited licenses granted herein, Cyber adAPT acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.
- 7.3 Cyber adAPT shall not disclose any Customer Data to a third party except (a) as compelled by law; (b) as expressly permitted in writing by Customer or (c) is required and/or is part of Cyber adAPT's provision of the Company Solution to Customer where any such third party to which Customer Data is disclosed is bound by an obligation of confidentiality to Cyber adAPT.

8. PRIVACY

- 8.1 Privacy Policy. Cyber adAPT is committed to protecting privacy. Please refer to the Privacy Policy for information on how Cyber adAPT collects, uses, manages and protects Personal Data it collects from Customers and Users.
- 8.2 Processing of Personal Data. Cyber adAPT shall only process Personal Data on behalf of and in accordance with Customer's documented instructions and applicable law for the following purposes: (a) as required to provide the Company Solution in accordance with the Agreement; (b) processing initiated by Customer in its use of the Company Solution; (c) processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and (d) in accordance with Cyber adAPT's Privacy Policy.
- 8.3 Technical and Organizational Safeguards. In connection with the provision of the Company Solution, Cyber adAPT will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including, in particular, any Personal Data contained therein, and shall secure Personal Data with safeguards appropriate to the level of sensitivity of the Personal Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Data by Cyber adAPT personnel except (a) to provide the Company Solution and prevent or address service or technical problems; (b) as compelled by applicable law and upon identification of lawful authority; (c) as expressly permitted in writing by Customer or Users to whom the Personal Data relates or (d) as otherwise outlined in the Privacy Policy. Cyber adAPT shall, in connection with the provision of the Company Solution, comply with applicable law, as well as Cyber adAPT's Privacy Policy.
- 8.4 Cooperation. Cyber adAPT will cooperate with Customer: (a) when a User requests access to, correction or deletion of their own Personal Data as held by Cyber adAPT and (b) when access to Personal Data is required under applicable law and upon identification of lawful authority.

9. RIGHTS IN DERIVATIVE DATA

Customer acknowledges and agrees that the Company Solution may compile, store and use aggregated data and system usage, analytics and diagnostic information to monitor and improve the Company Solution and for the creation of new products. Customer hereby grants to Cyber adAPT a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license to collect, store, process and aggregate Customer Data and other such above-mentioned learning information and data and also, to create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto and derivatives thereof (all such items, collectively, being "**Derivative Data**") to improve the Company Solution, develop new products, to understand usage, and for any other business purpose. This Derivative Data is no longer associated with Customer or a User and as such is not Customer Data.

10. CUSTOMER RESPONSIBILITIES

Customer is responsible for all activities that occur in User accounts and for its and its Users' compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and the means by which Customer acquired Customer Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Company Solution, and notify Cyber adAPT promptly of any such unauthorized access or use; (c) use the Company Solution only in accordance with the Documentation and applicable laws and applicable government regulations; (d) keep its registration information, billing information, passwords and technical data accurate, complete, secure and current; (e) use the Company Solution, Documentation solely in a manner that complies with all applicable laws in the jurisdictions in which Customer uses the Company Solution and (f) immediately prohibit the use of the Company Solution by any User who contravenes this Agreement.

11. PAYMENT AND FEES

- 11.1 Fees. All Fees shall be due and payable as specified in each Order Form and payment obligations are non-cancellable, Fees paid are non-refundable, and the number of Subscriptions purchased cannot be decreased during the relevant Subscription Term stated in an Order Form. Cyber adAPT reserves the right and Customer agrees to pay, at the rate outlined in the Order Form, any additional charges for excess usage by Customer beyond the amounts (including but not limited to any Sensor(s) exceeding its Sustained Network Traffic or the number of Investigative Services hours) set forth and permitted in the Order Form. Any overages of Sustained Network Traffic shall, at Cyber adAPT's discretion, result in the Customer being invoiced for the next higher applicable pricing tier that matches the actual measured usage (less any amounts paid by Customer for the lower tier). For example, if the Sustained Network Traffic limit is 100MB and 150MB is used, the Customer shall be charged at the next throughput tier level. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars, "NET 30".
- 11.2 Overdue Charges. Any payment not received from Customer by the due date may accrue (except with respect to charges then subject to a reasonable and good faith dispute), at Cyber adAPT's discretion, late charges at the rate of 1.5% of the outstanding balance per month

(18% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

11.3 **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, sales, use, withholding, value added, HST or GST taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases and use of the Company Solution hereunder. If Cyber adAPT has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 11.3, Cyber adAPT will invoice Customer for Taxes Cyber adAPT is aware that Customer must pay and Customer will pay that amount unless Customer provides Cyber adAPT with a valid tax exemption certificate authorized by the appropriate taxing authority. Failure of Cyber adAPT to invoice Customer for any Taxes shall not relieve Customer of its obligations to pay the same in a timely manner. For clarity, Cyber adAPT is solely responsible for taxes assessable against it based on its income, property and employees.

12. **AUDITS**

12.1 **Right to Audit.** Customer shall maintain proper records to reflect its compliance with this Agreement, Cyber adAPT shall have the right to, with reasonable notice and during normal business hours and subject to Section 12.2 at Cyber adAPT's sole expense, verify Customer's compliance with Customer's obligations hereunder through a remote or an on-site audit of Customer's records, facilities and licensing processes by Cyber adAPT or a third party representative of Cyber adAPT. Customer shall permit up to one such audit per year, including once during the twelve (12) month period following the termination of this Agreement for any reason. Customer hereby further authorizes Cyber adAPT to electronically access and audit Customer's use of the Company Solution, whether through Customer's computer systems and network or via other electronic means, so to ensure Customer's compliance with this Agreement.

12.2 **Costs of Audit.** In the event that an audit establishes that Customer is in material breach of its obligations hereunder, Customer shall reimburse Cyber adAPT for the cost of the audit and shall promptly pay to Cyber adAPT all outstanding Fees together with all applicable overdue charges in accordance with Section 11.2.

13. **CONFIDENTIALITY OBLIGATIONS**

13.1 **Confidential Information** means any nonpublic or proprietary information, in tangible or intangible form, disclosed under this Agreement by one Party to this Agreement ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Confidential Information includes all components of the Company Solution (including Documentations) and any other Intellectual Property Rights or proprietary rights thereto, as well as Personal Data and Customer Data.

13.2 Confidential Information shall not include any information, excluding Personal Data, however designated, that: (a) is (or subsequently becomes through no fault of the Receiving Party) publicly available; (b) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the

terms of this Agreement; (c) was lawfully received by the Receiving Party from a third party without such restrictions or (d) is independently developed by Receiving Party without breach of this Agreement or access to, reference to, or use of the Confidential Information.

13.3 **Protection of Confidential Information.** Receiving Party may use Confidential Information of Disclosing Party to exercise its rights and perform its obligations under this Agreement, or in connection with the Parties' ongoing business relationship, or as otherwise set forth herein. Receiving Party will not use any Confidential Information of Disclosing Party for any purpose not permitted by this Agreement and will disclose the Confidential Information of Disclosing Party only to the directors, officers employees, consultants or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement. Receiving Party will utilize commercially reasonable efforts (using at all times no less than a reasonable degree of care) to protect Confidential Information from unauthorized or unlawful processing by maintaining appropriate technical and organizational measures that help to provide an appropriate level of security for Confidential Information. The Parties will each be responsible for any breach of this Agreement by any party to whom or which Disclosing Party has provided Confidential Information as permitted by this Agreement. Confidential Information shall remain at all times the property of the Disclosing Party. Except as otherwise permitted by this Agreement, no rights to use, license or otherwise exploit the Confidential Information are granted to the Receiving Party or its agents, by implication or otherwise. Should Customer cease to be a customer of Cyber adAPT, and should the Subscription Term expire, Cyber adAPT may retain Confidential Information, subject to keeping such Confidential Information confidential, unless Customer expressly requests return of such, in which case Cyber adAPT shall, at its option, (a) return such Confidential Information to Customer promptly or (b) promptly destroy such Confidential Information and certify the same to Customer in writing.

14. **WARRANTIES AND DISCLAIMERS**

14.1 **Limited Warranties Applicable to the Company Solution.**

- (a) **Software.** Cyber adAPT represents and warrants that the Software that comprises part of the Company Solution will perform materially in accordance with the Documentation during the Subscription Term.
- (b) **Remedy.** In the event of a breach of the warranty set forth in Sections 14.1(a) hereof, Cyber adAPT shall use reasonable efforts to correct such breach of the warranty.
- (c) **Exclusions.** The foregoing warranty applies only to failures in operation of the Software that are reproducible in standalone form and does not apply to: (a) Software that is modified or altered by Customer or any third party that is not authorized by Cyber adAPT; (b) Software that is otherwise operated in violation of this Agreement or other than in accordance with the Documentation or (c) failures that are caused by other software or hardware products. The warranty shall not apply to the extent that the breach is caused by

misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

- (d) Cyber adAPT Hardware. Cyber adAPT or its Authorized Reseller (depending on who supplied the Cyber adAPT Hardware to Customer) shall pass through to Customer, to the fullest extent possible and for the time so in force, any hardware warranties directly provided by manufacturers of Cyber adAPT Hardware to Cyber adAPT or its Authorized Resellers, as applicable. The foregoing warranty applies only to failures in operation of the Cyber adAPT Hardware that are covered by such manufacturers' warranties, subject to any and all limitations contained therein. To the maximum extent permitted under applicable law, as Cyber adAPT and its suppliers' entire liability, and as Customer's exclusive remedy for any breach of the foregoing warranty, Cyber adAPT or its Authorized Reseller (depending on who supplied the Cyber adAPT Hardware to Customer) will, to the extent permitted under the manufacturer's warranty promptly repair or replace the relevant Cyber adAPT Hardware that fails to meet this limited warranty. This warranty is void if, for any reason, the warranty of the manufacturers of the Cyber adAPT Hardware is determined to be void for any reason whatsoever.
- (e) Investigative Services. Investigative Services, if any, purchased by Customer, shall be provided by Cyber adAPT on an "AS IS" and best efforts basis without explicit warranty of any kind. Such Investigative Services shall be provided in such manner and form as Cyber adAPT determines in its discretion. Such Investigative Services shall be based on the hours purchased by Customer as specified in the Order Form.

14.2 Exclusive Remedies. THE WARRANTIES SET OUT IN SECTION 14.1(a) and 14.1(d) HEREOF ARE THE ONLY WARRANTIES PROVIDED BY CYBER ADAPT AND THE REMEDIES SET OUT IN SECTIONS 14.1(b) AND 14.1(d) HEREOF ARE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR A BREACH OF WARRANTY.

15. DISCLAIMERS

- 15.1 THE WARRANTIES IN THIS AGREEMENT DO NOT APPLY, AND CYBER ADAPT STRICTLY DISCLAIMS, ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR OPEN-SOURCE COMPONENTS.
- 15.2 CYBER ADAPT DOES NOT WARRANT OR GUARANTEE THAT THE COMPANY SOLUTION WILL IDENTIFY, DETECT, OR OTHERWISE NOTIFY CUSTOMER OF ALL NETWORK THREAT INSTANCES OR VULNERABILITIES THAT MAY BE PRESENT IN OR OTHERWISE IMPACT CUSTOMER'S NETWORK, ITS ENVIRONMENT OR OTHERWISE. FURTHERMORE, INVESTIGATIVE SERVICES ARE PROVIDED BY CYBER ADAPT ON A BEST EFFORTS BASIS FOR ASSISTANCE AND GENERAL INFORMATION ONLY TO AID CUSTOMER IN INTERPRETING ALERTS AND DATA COLLECTED FROM THE COMPANY SOLUTION. INVESTIGATIVE SERVICES ARE, THEREFORE, NOT INTENDED TO AMOUNT TO A WARRANTY ON WHICH CUSTOMER SHOULD RELY. CUSTOMER MUST OBTAIN MORE SPECIFIC OR PROFESSIONAL ADVICE BEFORE TAKING, OR REFRAINING FROM TAKING, ANY ACTION OR INACTION ON

THE BASIS OF THE INFORMATION OBTAINED VIA THE COMPANY SOLUTION (INCLUDING ANY INVESTIGATIVE SERVICES). CUSTOMER WILL NOT EXPRESSLY REPRESENT OR IMPLY TO ANY THIRD PARTY THAT CYBER ADAPT HAS MADE ANY REPRESENTATION OR WARRANTY REGARDING THE THREATS OR VULNERABILITIES OR COMPANY SOLUTION TO THE CONTRARY.

15.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN:

- (a) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF THE COMPANY SOLUTION, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE COMPANY SOLUTION ARE AT CUSTOMER'S OWN RISK. THE COMPANY SOLUTION, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE COMPANY SOLUTION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- (b) NEITHER THE CYBER ADAPT NOR ANY OF ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE COMPANY SOLUTION OR ITS CONTENTS OR OUTPUTS. WITHOUT LIMITING THE FOREGOING, NEITHER CYBER ADAPT NOR ANY OF ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE COMPANY SOLUTION, ITS CONTENT, OUTPUT OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE COMPANY SOLUTION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE COMPANY SOLUTION, OR ANY OTHER ITEMS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, BUGS, WORMS OR OTHER HARMFUL COMPONENTS.

16. INFRINGEMENT INDEMNIFICATION

- 16.1 Indemnification by Cyber adAPT. Subject to this Agreement, Cyber adAPT shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against Customer by a third party alleging that the use of the Software as contemplated hereunder infringes any U.S. patent, copyright, trademark, trade secret, or other Intellectual Property Rights of a third party (each an "Infringement Claim"); provided, that Customer (a) promptly gives written notice of the Infringement Claim to Cyber adAPT; (b) gives Cyber adAPT sole control of the defense and settlement of the Infringement Claim (provided that Cyber adAPT

may not settle or defend any Infringement Claim unless it unconditionally releases Customer of all liability) and (c) provides to Cyber adAPT all reasonable assistance and information necessary to defend the Infringement Claim.

- 16.2 Other Remedies. If (a) Cyber adAPT becomes aware of an actual or potential Infringement Claim or (b) Customer provides Cyber adAPT with notice of an actual or potential Infringement Claim, Cyber adAPT may (or in the case of an injunction against Customer, shall), at Cyber adAPT's sole option and determination: (a) procure for Customer the right to continue to use the Software; (b) replace or modify the Software with equivalent or better software so that Customer's use is no longer infringing; or (c) if (a) and (b) are not commercially reasonable, as determined by Cyber adAPT in its sole discretion, terminate the Subscriptions for such Software and (i) in the case of Subscriptions, refund to Customer that portion of any prepaid Subscription Fee that is applicable to the period following the termination of the Subscription and (ii) in the case of Subscriptions, refund to Customer any prepaid but unused Subscription Fees paid up to the point of an Infringement Claim.
- 16.3 Exclusions. The indemnity in Section 16.1 does not extend to (a) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other Intellectual Property Right by the combination of the Software furnished by Cyber adAPT with other products, software or services not provided or approved by Cyber adAPT, other than Software designed by Cyber adAPT with certain commercial hardware or other commercially available software, if such infringement would have been avoided but for such combination; (b) any Infringement Claim related to or in connection with any modification of the Company Solution by anyone other than Cyber adAPT if such infringement would have been avoided but for such modification; (c) any Infringement Claim in respect of any version of the Software provided as part of the Company Solution other than the most current version or (d) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.
- 16.4 Sole Remedies. THIS SECTION 16 CONTAINS CYBER ADAPT'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

17. INDEMNIFICATION BY CUSTOMER

Customer will defend Cyber adAPT against any claim, demand, suit or proceeding made or brought against Cyber adAPT by a third party alleging that Customer Data, or Customer's use of any Company Solution in breach of this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, or other rights, or violates applicable law (a "**Claim Against Cyber adAPT**"), and will indemnify Cyber adAPT from any damages, legal fees and costs, or for any amounts paid by Cyber adAPT in connection with a Claim Against Cyber adAPT, provided Cyber adAPT (a) promptly gives Customer written notice of the Claim Against Cyber adAPT; (b) gives Customer sole control of the defense and settlement of the Claim Against Cyber adAPT (except that Customer may not settle any Claim Against Cyber adAPT unless it unconditionally releases Cyber adAPT of all liability) and (c) gives Customer all reasonable assistance, at Customer's expense.

18. LIMITATION OF LIABILITY

- 18.1 Exclusion of Indirect and Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CYBER ADAPT HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OF THE COMPANY SOLUTION, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF CUSTOMER'S DATA, LOST SAVINGS, OR OTHER ECONOMIC DAMAGE, ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE COMPANY SOLUTION.
- 18.2 Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CYBER ADAPT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- 18.3 Application of Exclusions and Limitations. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY EVEN IF A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH COSTS, LOSSES OR DAMAGES OR KNEW OR OUGHT TO HAVE KNOWN OF SUCH COSTS, LOSSES OR DAMAGES AND SHALL APPLY REGARDLESS OF WHETHER THE ACTION AROSE IN CONTRACT, INCLUDING, WITHOUT LIMITATION, FROM A FUNDAMENTAL BREACH, OR BREACH OF A CONDITION, FUNDAMENTAL TERM OR WARRANTY, OR IN TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE. THE FOREGOING PROVISIONS LIMITING THE LIABILITY OF CYBER ADAPT SHALL ALSO APPLY TO ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AS TRUST PROVISIONS FOR THE BENEFIT OF SUCH OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND SHALL BE ENFORCEABLE BY SUCH PERSONS AS TRUST BENEFICIARIES.

19. TERM

- 19.1 Term, Renewal. Subscriptions commence upon Activation and continue for the Subscription Term specified in the Order Form unless terminated earlier in accordance with this Agreement ("**Initial Term**"). Unless otherwise stated in the Order Form, Subscriptions shall automatically renew for additional periods equal to the Initial Term ("**Renewal Term**"), unless either Party gives the other notice of non-renewal at least sixty (60) days prior to the end of then-current Subscription Term. The per-unit or SKU pricing during any automatic Renewal Term will be the same as that during the immediately previous Subscription Term unless Cyber adAPT has given Customer written notice of a pricing increase at least ninety (90) days

before the end of that then-current Subscription Term, in which case the pricing increase will be effective upon renewal and thereafter.

19.2 **Termination.** A Party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period or (b) immediately upon notice if 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.

19.3 **Termination by Cyber adAPT.** Cyber adAPT may terminate this Agreement immediately upon notice if Customer infringes or misappropriates Cyber adAPT's Intellectual Property Rights, or breaches the license restrictions and obligations or fails to make any payment due under this Agreement.

19.4 **Deletion of Customer Data.** Unless legally prohibited from doing so or except as otherwise provided in this Agreement, within thirty (30) days after the effective date of termination or expiration of this Agreement, Cyber adAPT will delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control and Cyber adAPT will have no obligation to maintain or provide any Customer Data. Upon request by Customer, Cyber adAPT will certify such deletion or destruction.

19.5 **Customer Obligations on Termination.** Customer shall, upon termination, (a) stop using the Company Solution and return it to Cyber adAPT (or the Authorized Reseller where applicable) including all Cyber adAPT Hardware or (b) (with the exception of Customer hardware), destroy all copies of the Software and return the Cyber adAPT Hardware and certify such destruction upon Cyber adAPT's (or where applicable, Authorized Reseller's) request.

19.6 **Suspension of Access to the Company Solution.** In addition to any termination rights of Cyber adAPT pursuant to this Agreement, extraordinary circumstances may require Cyber adAPT to suspend or terminate (where appropriate), as determined in Cyber adAPT's reasonable discretion, Customer's access to and/or use of, or otherwise modify, the Company Solution in order to: (a) prevent material damages to, or material degradation of the integrity of, Cyber adAPT's or its providers' data network(s) or (b) comply with any law, regulation, court order, or other governmental order. Cyber adAPT will notify Customer of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Cyber adAPT will limit such suspension to that which is minimally required and will promptly restore Customer's access to the Company Solution as soon as the event giving rise to the suspension has been addressed (including by Customer agreeing to accept the risks associated with such suspension) or resolved.

20. **MAINTENANCE AND SUPPORT**

During the Subscription Term, at no additional charge, Cyber adAPT or an Authorized Reseller (to the extent Maintenance and Support is provided by the Authorized Reseller) will use reasonable efforts, such that no liability shall attach should Cyber adAPT's failure to meet the time frames outlined, to provide the Maintenance and Support in

accordance with the Support Terms. Cyber adAPT shall not be required to provide Maintenance and Support if Customer is in default of any of Customer's obligations under this Agreement.

21. **INVESTIGATIVE SERVICES**

21.1 **Investigative Services.** If agreed to in an Order Form, Cyber adAPT will provide Investigative Services on an hourly basis, to be purchased in blocks of time according to this Section 21, the terms and conditions in the Order Form and the relevant Fees set forth on the Order Form ("**Investigative Services Fees**"). Investigative Services generally include: instruction and training on the use of the Company Solution and assistance in the interpretation of data collected by the Company Solution, and may include other services as may be agreed between Customer and Cyber adAPT, should such other agreed services be explicitly specified on the Order Form.

21.2 **Price and Payment.** Customer shall pay Investigative Services Fees in advance at Cyber adAPT's then-current rates for Investigative Services. Unless otherwise specified to the contrary on the Order Form, Customer shall reimburse Cyber adAPT for all reasonable out of pocket expenses (including travel, lodging and related expenses) incurred by Cyber adAPT in the performance of any Investigative Services, provided that such expenses are approved in advance in writing by Customer.

22. **EXPORT RESTRICTIONS: US GOVERNMENT LICENSES**

ELEMENTS OF THE COMPANY SOLUTION, INCLUDING THE SOFTWARE, DOCUMENTATION AND CYBER ADAPT HARDWARE DELIVERED TO CUSTOMER UNDER THIS AGREEMENT MAY BE SUBJECT TO U.S. EXPORT CONTROL LAWS AND REGULATIONS AND MAY ALSO BE SUBJECT TO IMPORT AND EXPORT LAWS OF THE JURISDICTION IN WHICH IT WAS OBTAINED, IF OUTSIDE THE U.S. CUSTOMER SHALL ABIDE BY ALL APPLICABLE EXPORT CONTROL LAWS, RULES AND REGULATIONS APPLICABLE TO ALL SUCH ITEMS. CUSTOMER AGREES THAT CUSTOMER WILL NOT EXPORT, RE-EXPORT, OR TRANSFER THE COMPANY SOLUTION, IN WHOLE OR IN PART, TO ANY COUNTRY, PERSON, OR ENTITY SUBJECT TO U.S. EXPORT RESTRICTIONS. CUSTOMER SPECIFICALLY AGREES NOT TO EXPORT, RE-EXPORT, OR TRANSFER THE COMPANY SOLUTION (INCLUDING THE SOFTWARE, DOCUMENTATION OR CYBER ADAPT HARDWARE) (A) TO ANY COUNTRY TO WHICH THE U.S. HAS EMBARGOED OR RESTRICTED THE EXPORT OF GOODS OR SERVICES, OR TO ANY NATIONAL OF ANY SUCH COUNTRY, WHEREVER LOCATED, WHO INTENDS TO TRANSMIT OR TRANSPORT THE COMPANY SOLUTION BACK TO SUCH COUNTRY, (B) TO ANY PERSON OR ENTITY WHO CUSTOMER KNOWS OR HAS REASON TO KNOW WILL UTILIZE THE COMPANY SOLUTION OR ANY PORTION THEREOF IN THE DESIGN, DEVELOPMENT, PRODUCTION OR USE OF NUCLEAR, CHEMICAL OR BIOLOGICAL MATERIALS, FACILITIES, OR WEAPONS OR (C) TO ANY PERSON OR ENTITY WHO HAS BEEN PROHIBITED FROM PARTICIPATING IN U.S. EXPORT TRANSACTIONS BY ANY FEDERAL AGENCY OF THE U.S. GOVERNMENT.

23. ASSIGNMENT

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, Cyber adAPT may assign this Agreement, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or to a wholly owned subsidiary of Cyber adAPT. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section 23 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

24. GENERAL

24.1 The failure of a Party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such Party to enforce any subsequent breach of such term. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

24.2 If any provision of this Agreement is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement and this Agreement shall be reformed only to the extent necessary to make it enforceable under such circumstances.

24.3 This Agreement shall be governed by the laws of the State of New York, United States of America, without regard to its conflicts of law principles. The courts located in the State of New York shall have non-exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement and each Party hereby consents to the personal jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded and the Uniform Computer Information Act does not apply to this Agreement.

24.4 This Agreement is the entire agreement between Customer and Cyber adAPT in respect to the subject matter hereof, superseding any other agreements or discussions, oral or written, and may not be changed except by a written agreement with Cyber adAPT including without limitation the terms of any purchase order issued in connection with this Agreement. Unless expressly stated otherwise in an applicable Order Form, with respect to any inconsistency between the body of this Agreement and an Order Form, the terms of the body of this Agreement shall supersede and control.

24.5 This Agreement shall not be amended or modified except in a writing signed by authorized representatives of each Party that identifies itself as an amendment to this Agreement.

24.6 Customer agrees that Customer's purchase of Subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Cyber adAPT with respect to future functionality or features.

24.7 Customer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Cyber adAPT or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Cyber adAPT or its affiliates, whether relating to Cyber adAPT's or its affiliates' breach or non-performance of this Agreement or any other agreement between Customer and Cyber adAPT or any of its affiliates, or otherwise.

24.8 The rights and responsibilities of the Parties pursuant to those sections that by their context should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement including but not limited to Sections 1, 2, 5, 9, 11, 12, 13, 15, 17, 18, 19, 21, 22 and 24.

24.9 Cyber adAPT will not be liable for any delay or failure to perform obligations under this Agreement due to (a) any Force Majeure or (b) any impacts on Cyber adAPT's performance of its obligations due to or related to COVID-19.

24.10 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

24.11 Paragraph headings are for convenience and shall have no effect on interpretation.

24.12 Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a Party to it, and no person not a Party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

[END OF THE MASTER SUBSCRIPTION AGREEMENT]