

INSECUREWEB, LLC END-USER LICENSE AGREEMENT

This End-User License Agreement (hereinafter referred to as the "**EULA**") , is entered into on the **Effective Date** (defined below) and constitutes a legally binding agreement, governing the contractual relationship between **InsecureWeb, LLC**, a company governed by the laws of the State of Florida (USA), having its registered office located at Coral Springs, Florida, USA (hereinafter referred to as "**Company**"), and each Client (defined below). Company and Client shall also hereinafter be referred to together as the "**Parties**" and individually as a "**Party**".

This EULA governs Client's access to and use of Company's web-based software-as-a-service (SaaS) digital attack surface analysis platform, located at insecureweb.com ("**SaaS Platform**"), available to Client on a subscription basis.

Client acknowledges that this EULA includes, incorporates and is subject to the terms and conditions of Company's Dark Web Monitoring Services Agreement. As such, all defined terms in the Dark Web Monitoring Services Agreement shall have the same meaning under this EULA.

1. ACCEPTANCE OF THIS EULA

PLEASE READ THIS EULA CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. BY SELECTING "I ACCEPT", CLICKING THE "SUBMIT" BUTTON BELOW, AND BY DOWNLOADING, INSTALLING, OR USING THE SAAS PLATFORM, CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT: (I) HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA; (2) REPRESENTS AND WARRANTS THAT CLIENT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS EULA; (III) IS ELECTRONICALLY SIGNING/EXECUTING THIS EULA IN A MANNER WHICH IS LEGALLY EQUIVALENT TO CLIENT'S HANDWRITTEN SIGNATURE, (IV) AGREES THAT THIS EULA WILL COME INTO FORCE IMMEDIATELY AND AUTOMATICALLY AND (IV) WILL BECOME LEGALLY BOUND BY ALL ENFORCEABLE TERMS AND CONDITIONS CONTAINED IN THIS EULA INCLUDING WITHOUT LIMITATION THE TERMS OF THE DARK WEB MONITORING SERVICES AGREEMENT AND/OR OTHER DOCUMENTS AND POLICIES THAT ARE INCORPORATED HEREIN BY REFERENCE.

This EULA shall come into force on the date upon which the Client accepts the terms and conditions of this EULA, by checking the box "*I Accept*" and clicking the "*Submit*" button below ("**Effective Date**") and will remain in full force and effect in accordance with the terms provided herein, unless terminated earlier by the Parties.

If Client is accepting the terms of this EULA on behalf of another person or legal entity, Client represents and warrants that Client has the right, authority and capacity to bind that person or legal entity under this EULA.

If Client does not agree with any or all of the terms of this EULA, or if Client does not have the necessary authority, Client shall (i) not be authorized to access and/or use the SaaS Platform for any purpose, (ii) refrain from accessing and/or using the SaaS Platform immediately, and (iii) promptly unsubscribe from Client's access and/or use of the SaaS Platform.

2. LICENSE GRANT

2.1. Within the scope of Client's selected Subscription Plan and subject to the terms and conditions of this EULA, and the Digital Attack Surface Analysis and Dark Web Monitoring Services Agreement, and particularly to the limitations and restrictions set out under Section 4 (Limitations and Restrictions) of this EULA, Company grants Client

a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to download, install, access and use the SaaS Platform solely for Client's lawful business and/or personal purposes. Should Client be managed security services provider, Company grants the managed security services provider with the additional right and license to offer Client's access to the SaaS Platform and Company's services. However, for the sake of clarity, the managed security services provider shall be solely responsible for any and all activities/actions of its end-clients whilst accessing the SaaS Platform and services.

2.2. Client's SaaS Platform license will be activated by Company upon receipt by Company of Client's Subscription Plan Fee payment and Client having sufficient Credits available under Client's Subscription Plan. Moreover, the license granted to Client by Company shall be in accordance with the features of Client's selected Subscription Plan including but not limited to (i) the type(s) of license and number of licenses Client are granted, (ii) the Services Client has subscribed to, and (iii) the number of users who are granted with access to the SaaS Platform.

2.3. The SaaS Platform is licensed to Client by Company on a Subscription License (defined below) basis and as provided below:

Provided that Client has paid the applicable Subscription Plan Fee, a license for Client's access to and use of the SaaS Platform may be granted by Company to Client on a subscription basis for a specific duration as per Client's selected Subscription Plan ("**Subscription License**"). Under a Subscription License, Company shall provide Client with a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS Platform, for the Subscription Term and subject to Section 13 (Term and Termination) of this EULA. Client acknowledges and agrees that Client's right to use the SaaS Platform under a Subscription License shall terminate should Company cease to make a particular service available. In the event that Client requests the cancellation of Client's selected Subscription Plan, such Subscription Plan will be cancelled at the end of the then-current Billing Cycle. Client acknowledges and agrees that Client shall be entitled to a refund for amounts paid by Client to Company prior to such cancellation, provided that such refund request is made by Client to Company within thirty (30) calendar days from the commencement of Client's selected initial Subscription Plan. Furthermore, Client acknowledges that should Client not have sufficient Credits available under Client's selected Subscription Plan, Client shall be able to access the SaaS Platform, however any services shall be suspended, and Client shall only have view access.

3. ACCESS AND USE OF THE SAAS PLATFORM

3.1. Client acknowledges, understands and agrees that the SaaS Platform shall be (i) provided to Client hereunder as a cloud service, and (ii) hosted by Company and/or Company's third party service providers.

3.2. **Access.** Client acknowledges and agrees that Client must have/own at Client's own expense the applicable and necessary equipment, Internet connection and/or data service plan to access and use the SaaS Platform. Client shall be solely responsible for any and all costs Client incurs to access and use the SaaS Platform from the cloud. Downloading, installing or using the SaaS Platform may be prohibited or restricted by Client's network provider or may not function with Client's network provider. Company makes no representation that the SaaS Platform is appropriate, suitable and/or available for use in any particular location.

3.3. **Monitoring and Compliance.** Company reserves the right to monitor and gather information on Client's use of the SaaS Platform to ensure compliance with the (i) terms and conditions of this EULA, and (ii) Subscription License granted to Client by Company under this EULA.

3.4. The following shall constitute a material breach by Client of this EULA:

- (i) transaction volumes, storage volumes or the number of users accessing the SaaS Platform exceeds, for any three (3) months in a twelve (12) month period, the transaction volumes or capacity, respectively, licensed to Client by Company; or
- (ii) any other unauthorized use of the SaaS Platform is discovered by Company.

4. LIMITATIONS AND RESTRICTIONS

4.1. Except as expressly set forth in this EULA, Client agrees that Client will not and is not permitted to:

- (i) unbundle, transfer, sublicense, or assign Client's rights under this EULA to any other person or entity;
- (ii) modify, adapt, copy or create derivative works of the SaaS Platform;
- (iii) reverse-engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the SaaS Platform;
- (iv) use the SaaS Platform in violation of the terms and conditions of this EULA
- (v) infringe upon any of Company's intellectual property rights or upon any third party's intellectual property right in relation to the SaaS Platform;
- (vi) remove, delete, hide, move or alter any proprietary notices, labels, logos, icons, images, text or marks on the SaaS Platform;
- (vii) sell, rent, lease, record, license, sublicense, share, distribute, publicly communicate, transfer or exploit in any other manner the SaaS Platform;
- (viii) make copies, publish, or reproduce the SaaS Platform;
- (ix) alter or modify the SaaS Platform;
- (x) transmit viruses, malware, malicious or destructive code, or any other prohibited items, into the SaaS Platform. Such prohibited items include: any routine (sequence of code that is intended to be called and used repeatedly when executing a computer program), device, or other undisclosed malicious programs (e.g. time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door or software routine) that is either (a) designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service; or (b) intended to provide unauthorized access or produce unauthorized modifications;
- (xi) use any robot, spider, data scraping or extraction tool, or similar mechanism in the SaaS Platform;
- (xii) use the SaaS Platform for phishing/scamming or other malicious purposes;
- (xiii) access, use, or otherwise exploit the SaaS Platform (including, but not limited to, by benchmarking, monitoring availability, performance and functionality, or conducting competitive analysis) for the purpose of competing with or disparaging Company or its SaaS Platform;
- (xiv) access or use portions of the SaaS Platform that Company has not authorized Client to access or use; and/or
- (xv) reject, avoid, elude, remove, deactivate, or evade, in any way, any security mechanism put in place by Company to protect the SaaS Platform.

4.2. **Export Laws.** Client acknowledges and agrees that this EULA and Client's use of the SaaS Platform shall be subject to the United States export laws and regulations, and any other applicable jurisdictions. As such, Client shall not remove or export from the

United States or allow the export or re-export of the SaaS Platform by any third party, in violation of any export restrictions, laws or regulations of the United States of America or any other foreign agency or authority. For the avoidance of doubt, Client shall be solely and exclusively responsible for complying with any applicable export control laws and economic sanctions relating to Client's business, facilities, and the provision of services to third parties, whilst using the SaaS Platform; and obtaining any needed authorization for export.

5. SUBSCRIPTION PLAN FEES AND TAXES

- 5.1. Company makes the SaaS Platform available to Client on a recurring subscription basis. Under Client's selected Subscription Plan, subject to the Dark Web Monitoring Services Agreement, Client shall pay a monthly Subscription Plan Fee to access and use the SaaS Platform.
- 5.2. Client agrees to pay the applicable Subscription Plan Fee on the due date and using a verified payment as specified by Company. Should Client fail to pay any applicable Subscription Plan Fee, such failure may result in the immediate termination by Company of Client's Subscription License, this EULA, and the Dark Web Monitoring Services Agreement.
- 5.3. By subscribing to the SaaS Platform, Client agrees to Company charging Client's payment method with the applicable Subscription Plan Fee for each billing period on the specific billing date. Client acknowledges and understands that the Subscription Plan Fee is non-refundable.
- 5.4. Company reserves the right to modify the Subscription Plan Fees at any time in its sole discretion. The Subscription Plan Fee shall be exclusive of any applicable federal or state sales or use taxes. Client shall be solely responsible to bear, remit, and pay any and all taxes, which shall include but not be limited to sales, use, value-added, or other similar taxes in connection with the SaaS Platform.

6. UPDATES TO SAAS PLATFORM AND SUPPORT SERVICES

- 6.1. Company may from time to time in its sole discretion develop and publish updates for the SaaS Platform which may include upgrades, bug fixes, patches and other error corrections and/or new features and functionalities (collectively "**Update(s)**"). Updates may also modify or delete in their entirety certain features and/or functionalities of the SaaS Platform. Client acknowledges and agrees that Company has no obligation to Client whatsoever (i) regarding the provision to Client of any Updates, or (ii) to continue to provide Client with any particular features or functionality of the SaaS Platform.
- 6.2. Client acknowledges and agrees that the SaaS Platform or any/some portion(s) thereof may not operate properly should Client fail to download and install any Updates. Client further agrees that all Updates shall be deemed an integral part of the SaaS Platform once published by Company and therefore shall be subject to all the terms and conditions contained in this EULA.
- 6.3. Client acknowledges that Updates shall be provided to Client by Company (i) for free or at an additional fee, depending on Client's selected Subscription Plan; and (ii) provided that Client has upgraded the SaaS Platform to a supported version.
- 6.4. **Support Services.** Company will provide Client with reasonable support services, via (i) telephone and chatbot between Monday to Friday from 08h00am to 17h00pm EST, and (ii) ticketing system, twenty-four hours a day seven days a week (24/7), in order to

address any queries, concerns, or technical issues Client may have pertaining to the SaaS Platform as well as to any payment/account issue.

7. COMPANY'S INTELLECTUAL PROPERTY RIGHTS IN THE SAAS PLATFORM

- 7.1. All content, trademarks, logos and names, data, software, or information contained in any materials, or documents used by Company in relation to the SaaS Platform, including, but not limited to, any and all copyrighted works, databases, text, tools, software, technology, algorithms, graphics, icons, designs, logos, hyperlinks, domain names, codes, and agreements ("**Materials**"), are the sole and exclusive property of or are licensed to Company and as such all updates and modifications to the SaaS Platform will vest in Company or Company's licensors. Client may not reproduce, distribute or copy the Materials by any means, whether electronically or not, without Company's prior written permission.
- 7.2. Any and all intellectual property rights in the Materials, SaaS Platform, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Materials and SaaS Platform, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("**Company's Intellectual Property Right(s)**"), vest solely and exclusively in Company, its group affiliates (if any), licensors or vendors, as the case may be. All rights not expressly granted by Company to Client are reserved by Company. Save as expressly set out under this EULA, Client shall not acquire any right, title or interest in Company's Intellectual Property Rights.

8. CONFIDENTIAL INFORMATION

- 8.1. Client acknowledges and agrees that the SaaS Platform incorporates confidential and proprietary information developed/acquired by or licensed to Company including, but not limited to, technical and non-technical data, formulas, patterns, compilations, source codes, digital files, features, Updates, releases, enhancements, bug fixes, workarounds, patches, devices, methods, techniques, drawings and processes in connection with the SaaS Platform, which constitutes the valuable intellectual property of Company and its licensors ("**Confidential Information**").
- 8.2. Client agrees that all Confidential Information provided to Client by Company under this EULA is to be held by Client in confidence, and shall not be disclosed except as permitted by the terms of this EULA.
- 8.3. Where Confidential Information is disclosed by Client, to the extent required by law, this shall not be considered a breach of this EULA, provided Client promptly provide (i) Company with prior written notice of such compelled disclosure (to the extent legally permitted); and (ii) Client's reasonable assistance and cooperation to Company, at Company's expense, if Company wishes to contest the disclosure of its Confidential Information.

9. PRIVACY AND DATA PROTECTION

- 9.1. Company is committed to protecting Client's privacy. As such, the provisions of Company's Privacy Policy, available at <http://insecureweb.com/wp-content/uploads/2022/07/InsecureWeb-Privacy-Policy.pdf> , will govern the manner in

which Client's personal information is collected, processed, used and stored by Company in relation to Client's access to and use of the SaaS Platform.

- 9.2. Company assumes no responsibility for the deletion of data, loss of data, or the failure to store data. Company shall not have any obligation to monitor the use of the data transmitted or stored through the SaaS Platform. Company reserves the right, consistent with Company's Privacy Policy and/or other applicable data protection requirements, and if mandated by applicable law, regulation, legal process, or governmental order, to disclose user data or other information, but only to the extent required to comply with those laws, regulations, or orders. Unless prohibited by law or other order, Company shall (i) provide reasonable notice of any such required or requested disclosure to Client, and (ii) reasonably cooperate with Client to limit such disclosure to the extent allowed by law.
- 9.3. All data Client enters into the SaaS Platform shall be owned solely by Client.
- 9.4. Client represents and warrants that Client has obtained all the necessary rights, releases, authorizations and permissions to provide Client's Data to Company, and the transfer and use of Client's Data by Company. Client further warrant that (i) the transfer of Client's Data to Company does not violate any laws, third party rights, including any intellectual property rights, rights of privacy, or rights of publicity, and (ii) any use, collection and disclosure of Client's Data as authorized under this EULA is not inconsistent with the terms of any applicable privacy policies. Client acknowledges and agrees that Company shall not be responsible for any deletion, corruption, failure to store or loss of any Client's Data if such deletion, corruption, failure to store or loss is due to an act or omission by Client, Client's employee(s), contractor(s), agent(s), any authorized user or any other third party.
- 9.5. Client hereby grants Company with a limited license to copy, transmit, store and back-up or otherwise access Client's Data, as applicable, solely for the following purposes:
 - (i) to provide the SaaS Platform to Client (including to enable Client and Client's authorized users to access and use the Dark Web Monitoring Services);
 - (ii) to diagnose problems with the SaaS Platform;
 - (iii) to enhance and otherwise modify the SaaS Platform;
 - (iv) for Company's administrative, support and training purposes;
 - (v) to develop other products and services, provided Company de-identifies Client's Data; and
 - (vi) as reasonably required to perform Company's obligations under this EULA.
- 9.6. Personal information, usernames, passwords and prompts exchanged through the SaaS Platform are protected by advanced encryption techniques. However, Client acknowledges, understands and agrees that keeping Client's personal information, username(s) and password(s) secure from disclosure also requires Client's responsible behavior in protecting such data. As such, Client shall assume the entire responsibility at all times for the supervision, management, control and confidentiality of Client's Data and assume the entire risk for the fraudulent or unauthorized use of Client's Data. Client understands that failure to protect Client's Data may allow an unauthorized third party to use Client's personal information/identity to access the SaaS Platform under Client's name/profile/account.

10. LIMITATION OF LIABILITY

- 10.1. CLIENT AGREES THAT CLIENT'S USE OF THE SAAS PLATFORM IS AT CLIENT'S OWN RISK. IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE,

SHALL COMPANY OR ITS LICENSORS, PARTNERS, OR VENDORS BE LIABLE TO CLIENT OR ANY THIRD PARTIES UNDER THIS EULA FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DAMAGE TO NETWORKS, EQUIPMENT, OR HARDWARE, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY) ARISING FROM OR IN ANY WAY CONNECTED WITH (I) THIS EULA; AND/OR (II) THE SAAS PLATFORM.

- 10.2. REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CLIENT UNDER THIS EULA EXCEED THE SUBSCRIPTION PLAN FEE PAID BY CLIENT, IN THE PRECEDING SIX (6) MONTHS PRIOR TO THE COMMENCEMENT OF A CLAIM, EVEN IF COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 10.3. CLIENT ACKNOWLEDGES THAT EXCEPT AS SET FORTH HEREIN, NO PROMISE, REPRESENTATION, WARRANTY OR UNDERTAKING HAS BEEN MADE BY COMPANY TO CLIENT OR TO ANY PERSON ON CLIENT'S BEHALF AS TO THE PROFITABILITY OR ANY OTHER CONSEQUENCES OR BENEFITS TO BE OBTAINED FROM THE USE OF THE SAAS PLATFORM. CLIENT HAS RELIED SOLELY UPON CLIENT'S OWN SKILL AND JUDGMENT IN ACCESSING AND USING THE SAAS PLATFORM.

11. INDEMNIFICATION

- 11.1. Client agrees to indemnify and hold Company harmless from and against any liability, demand, damages, cost, or expense arising from any third-party claim based on: (i) Client's violation of the terms of this EULA; (ii) Client's use or misuse of the SaaS Platform; (iii) Client's access to the SaaS Platform; and/or (iv) Client's infringement of any third party's intellectual property rights.
- 11.2. Company shall indemnify and hold Client harmless from and against any liability or expense arising from a third-party claim (i) resulting from any breach by Company of its obligations under this EULA; (ii) arising from the SaaS Platform violating or infringing upon any applicable law or any right of any third party (including any copyright, trademark right, moral right, patent right and other intellectual property rights, statutory or otherwise); and/or (iii) based on Company's infringement of any third party's intellectual property rights.
- 11.3. In the event of a claim subject to indemnification hereunder, the indemnified Party shall: (i) promptly notify the indemnifying Party of the claim, (ii) provide the indemnifying Party with reasonable cooperation and assistance, at the indemnifying Party's expense, to defend such claim; and (iii) allow the indemnifying Party the opportunity to assume the control of the defense and settlement of such claim. The indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying Party must obtain the prior written approval from a duly authorized signatory of the indemnified Party prior to entering into any settlement affecting the indemnified Party's rights.

12. DISCLAIMER OF WARRANTIES

- 12.1. Client's use of the SaaS Platform is at Client's sole risk. The SaaS Platform is provided and licensed to Client on an "as is" and "as available" basis with all faults, defects, bugs, and errors.
- 12.2. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WITH REGARD TO CLIENT'S USE OF THE SAAS PLATFORM WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT QUIET ENJOYMENT OR INTEGRATION. SUCH EXCLUSIONS OF IMPLIED WARRANTIES APPLY WITHIN THE EXTENT PERMITTED BY LAW.
- 12.3. COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY), LICENSORS AND VENDORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, ACCURACY, RELIABILITY OR COMPLETENESS OF (i) THE INFORMATION CONTAINED IN THE SAAS PLATFORM, AND (ii) GRAPHICS PUBLISHED ON THE SAAS PLATFORM FOR ANY PURPOSE. COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION CONTAINED IN THE SAAS PLATFORM, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 12.4. CLIENT ACKNOWLEDGES THAT THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON THE SAAS PLATFORM COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS AND CHANGES.
- 12.5. NEITHER COMPANY NOR ITS AFFILIATES (IF ANY), LICENSORS AND VENDORS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE INFORMATION THAT MAY BE AVAILABLE ON THE SAAS PLATFORM IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE ELEMENTS OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE CLIENT'S COMPUTER SYSTEM, DATA OR PERSONAL INFORMATION.
- 12.6. COMPANY MAKES NO WARRANTY THAT (I) THE SAAS PLATFORM WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR BE COMPATIBLE WITH CLIENT'S SYSTEM(S) AND/OR DEVICE(S) (II) THAT CLIENT'S ACCESS TO OR USE OF THE SAAS PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SAAS PLATFORM WILL BE CORRECTED, OR (IV) THAT THE SAAS PLATFORM OR ANY SERVER THROUGH WHICH CLIENT ACCESSES THE SAAS PLATFORM IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.
- 12.7. ANY FILE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SAAS PLATFORM IS ACCESSED AT CLIENT'S OWN RISK, AND CLIENT WILL BE SOLELY LIABLE FOR ANY (I) DAMAGE CAUSED BY ANY SUCH FILE TO CLIENT'S SYSTEM(S) ,OR (II) LOSS OF CLIENT'S DATA.
- 12.8. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL RISK ARISING FROM CLIENT'S USE OF THE SAAS PLATFORM SHALL REMAIN SOLELY WITH CLIENT.
- 12.9. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH

JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO CLIENT INSOFAR AS THEY RELATE TO IMPLIED WARRANTIES.

13. TERM, SUSPENSION AND TERMINATION

- 13.1. The term of this EULA shall come into force when the initial term of Client's Subscription Plan commences and shall continue until the Subscription License expires or is terminated in accordance with this Section 13 (Term and Termination).
- 13.2. Client acknowledges and agrees that Company shall not be liable for any loss, costs or damages Client incur as a result of Client's Subscription License expiring or of Client's failure to renew such Subscription License.
- 13.3. **Suspension.** Company may suspend or temporarily disable Client's access to and use of the SaaS Platform if (i) Client fail to make payment for the Subscription Plan Fee on time with such payment having remained unpaid upon expiration of the thirty (30) calendar days' prior written notice provided by Company to Client in order to request payment for such Subscription Plan Fee; (ii) Company suspects Client of partaking in any illegal activity; (iii) Company reasonably believes that Client has violated the terms of this EULA; or (iv) requested by law enforcement authorities or other government agencies. Client acknowledges and agrees that Company shall not be liable to Client or any third party for any loss or damages caused to Client or any third party as a result of the suspension by Company of Client's access to and use of the SaaS Platform. For the avoidance of doubt, any suspension by Company of Client's access to and use of the SaaS Platform shall not relieve Client from Client's obligation to make payment of the Subscription Plan Fee.
- 13.4. **Termination for Cause.** Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this EULA without liability to the other if:
- (i) the other Party commits a material breach of any of the terms of this EULA and (if such breach is remediable) fails to remedy such breach within thirty (30) calendar days of the date upon which the non-breaching Party has been notified in writing of such breach;
 - (ii) an order is made, or a resolution is passed by any competent authority for the winding up of the other Party, or if circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;
 - (iii) an order is made by any competent authority for the appointment of an administrator to manage the affairs, business and property of the other Party, or legal documents are filed by a third party with a court of competent jurisdiction for the appointment of an administrator of the other Party;
 - (iv) a receiver is appointed by an authority of competent jurisdiction, or if any other third party takes possession of or sells the other Party's assets;
 - (v) the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
 - (vi) the other Party ceases, or threatens to cease, to trade; or
 - (vii) the other Party takes any similar action in any jurisdiction as a consequence of the other Party incurring debt.
- 13.5. **Effect of Termination.** Client acknowledges that upon termination of this EULA or upon the cancellation of Client's selected Subscription Plan, Client shall cease to access and use the SaaS Platform. Any termination or expiration of this EULA shall not relieve

Client from Client's obligation to make payment of the Subscription Plan Fee owed up until and including the effective date of termination or expiration.

- 13.6. Upon either Party's termination of this EULA, all licenses and rights granted to Client by Company hereunder will immediately terminate, and Client shall cease to use the SaaS Platform.

14. MODIFICATION OF EULA

Company reserves the right, at any time and in its sole discretion, to modify or replace this EULA. Client shall be solely responsible for checking the terms of this EULA periodically, to stay abreast of any changes to the EULA. If Client object to any such changes, Client's sole recourse shall be to cease using the SaaS Platform. Client's continued use/access to the SaaS Platform following the posting of any changes to this EULA shall indicate Client's acknowledgement of such changes and satisfaction with the SaaS Platform as so modified and therefore Client shall be subject to the newly modified terms of this EULA.

15. GENERAL PROVISIONS

- 15.1. **Non-Exclusivity.** The Parties' respective obligations under this EULA are non-exclusive, and nothing herein is intended to restrict Client from accessing or using any other third party's products or services, even if such products or services are similar to the services provided by Company through the SaaS Platform. Nothing herein is intended to limit Company's right to provide access and use of the SaaS Platform to other users.
- 15.2. **Notices.** Except as otherwise provided under this EULA, any notice required or permitted to be given will be effective only if it is in writing and sent by certified mail, registered mail, courier or to enterprise@insecureweb.com
- 15.3. **Force Majeure.** A Force Majeure event means any event beyond a Party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, epidemic and pandemic, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by our vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors. Company shall not be liable for delays or failures to perform any of its obligations under this EULA to the extent caused by a Force Majeure Event.
- 15.4. **No Waiver.** Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this EULA will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.
- 15.5. **Severability.** In the event that any provision of this EULA shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this remaining provisions of the EULA unenforceable or invalid, and, in such event, such remaining provisions shall be changed so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.

- 15.6. **Assignment.** This EULA shall not be assigned by either Party without the prior written permission of the other. However, Company may assign its rights and obligations hereunder without Client's prior written permission to any entity acquiring all, or substantially all of Company's assets or shares. Notwithstanding the above, this EULA shall be binding upon any permitted successors and assigns of either Party.
- 15.7. **Entire Agreement.** This EULA and the Digital Attack Surface and Dark Web Monitoring Services Agreement contains the full and entire agreement between the Parties with respect to the subject matter hereof. This EULA supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter.
- 15.8. **Governing Law & Jurisdiction.** In the event of any disagreement between the Parties with respect to any aspect of this EULA, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.

This EULA, and any dispute arising out of or in connection with the EULA, its subject matter or its formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of Florida (USA). The Parties irrevocably submit to the exclusive jurisdiction of the American Arbitration Association in Miami Dade, Florida, USA to settle any dispute which may arise out of or in connection with this Agreement.

In no event shall any claim, action or proceeding, in relation to Client's access to and use of the SaaS Platform be instituted by Client against Company more than one (1) year after the cause of action arose.

This EULA was last modified on 06/26/2022.

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