

## WhiteHaX End-user Service and Software Usage License Agreement

PLEASE READ THIS SERVICE AND SOFTWARE USAGE LICENSE AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE YOU INDICATE ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. THIS AGREEMENT DOES NOT SUPERCEDE ANY OTHER WRITTEN AGREEMENT BETWEEN YOU AND IronSDN, Corp.

This agreement (the "Agreement") is made between IronSDN, Corp., ("Company") and you, the Customer (interchangeably "Licensee" or "User"). The terms and conditions of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding which may involve the Agreement. This Agreement may not be modified except by in writing executed by both parties hereto.

### SECTION 1. GENERAL PROVISIONS.

The provisions of this Section 1 shall apply to any and all Software, as defined below.

**1.1 Software.** The software covered in this agreement is a pair of entities; One is the software either running in the browser, on the endpoint machine or on a mobile device, known as the WhiteHaX Client, WhiteHaX SDE or WhiteHaX CyberSafe App. The second is the WhiteHaX appliance server in the cloud. For the purpose of this Agreement, both these entities and the supporting documentation for such will be referred to as the "Software."

**1.2 Restrictions.** This license is not a sale. Title and copyrights to the Software, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of the Software regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Company. Company reserves any rights not expressly granted to Licensee. Company is not obligated to provide and Licensee acquires no right of any kind with respect to any source code for the Software. Licensee agrees that it has no right whatsoever to modify the Software or any portion thereof in any manner. Licensee shall not, nor permit any third party to reverse engineer, decompile, disassemble or otherwise reduce the Software to any other humanly perceivable form, and may not modify, adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof.

**1.3 Export Law Assurances.** Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export

laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

1.4 Limitation of Remedies and Damages. IN NO EVENT WILL COMPANY, ITS SUBSIDIARIES OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF COMPANY OR A COMPANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COMPANY'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE AMOUNT OF MONEY PAID TO COMPANY FOR THE SOFTWARE THAT CAUSED THE DAMAGES. NO ACTION MAY BE BROUGHT AGAINST COMPANY LATER THAN ONE YEAR FROM THE TERMINATION OF THIS AGREEMENT.

1.5 Nondisclosure. "Confidential Information" shall be defined to include Software, source code, object code, documentation and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by Company to Licensee under or relating to this Agreement. Licensee shall observe complete confidentiality with respect to the Confidential Information, and shall use its best efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. Licensee shall promptly notify Company of any known unauthorized use or disclosure of the Confidential Information and will cooperate with Company in any litigation brought by Company against third parties to protect its proprietary rights. Licensee agrees not to modify, alter, decompile, disassemble, reverse engineer or emulate the functionality, reverse compile or otherwise reduce to human readable form, or create derivative works of the Software without the prior written consent of Company or its licensors, as applicable.

1.6 Injunctive Relief. Licensee hereby expressly agrees that Company, in addition to any other rights or remedies which Company may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement.

1.7 Software Supplied to the Government. The Software is a "commercial item," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. government shall be

governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

1.8 Survival. Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.9, 1.10 and 1.11 shall survive termination of this Agreement for any reason whatsoever.

1.9 Warranties. THE LIMITED WARRANTIES AS DESCRIBED IN SECTION 2.2 AND SECTION 3.3 OF THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED BY COMPANY AND ITS LICENSORS, WHO EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS.

1.10 Term and Termination. This Agreement is effective for the term of the license grant of one (1) year unless sooner terminated by the Company for any reason including for convenience or for Licensee's material breach of the Agreement; provided, however, Licensee shall have ten (10) days from written notice to cure any such breach if curable. Upon any termination Licensee must immediately destroy the Software and all accompanying written materials and all copies thereof (including copies stored in computer memory) and shall so certify to Company in writing.

1.11 General. This Agreement will be construed under the laws of the State of California, except for that body of law dealing with conflicts of law and the U.N. Convention of Contracts for the Sale of International Goods, which shall not apply. In the event there is a dispute concerning the subject matter of this Agreement, the proper venue shall be the County of Alameda, State of California, United States of America. Each party hereby waives opposition to jurisdiction in such court. Service of process can be done in accordance with the governing law of the Agreement. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

## SECTION 2. LICENSE TERMS AND CONDITIONS.

The provisions of this Section 2 shall apply to Software licensed with no time limits.

2.1 LICENSE. Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, unless otherwise provided Free by the Company, the Software shall be licensed, not sold, to Licensee by Company. The "License" granted hereunder shall be non-perpetual, non-exclusive, and non-sublicensable, and is defined as Licensee's right to use Software according to generally defined normal and expected use. "Use" shall mean Licensee may install,

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2.2 Maintenance. During the License term Company shall provide free email support to Licensee as available. For any additional maintenance, for the applicable fees, Company shall provide the maintenance services as listed in the separate "Maintenance Contract" between Company and the Licensee. "Maintenance Period" shall be defined as the one (1) year period beginning on the date the product is purchased or from the conclusion of any previous Maintenance Period, provided Licensee is current on all fees due. Maintenance fees shall be subject to an annual billing cycle. Licensee may elect not to renew maintenance services by not purchasing the maintenance renewal at the time the current Maintenance Period expires, in which case Company will no longer be responsible for providing maintenance.

2.3 Limited Warranty. Company warrants that it or its licensors retain(s) all intellectual property rights in the Software and any accompanying written materials provided by Company, including but not limited to copyright, and that it has the legal right to grant Licensee the License granted under this Agreement. Company also warrants for a period of thirty (30) days from the delivery date of the Software that (i) the media provided by Company, if any, on which the Software is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the operation of the Software, as provided by Company, will substantially conform to Company's published documentation for the Software. In the event Licensee notifies Company during the warranty period that the Software does not meet these standards, Company shall, at its sole option and expense, either replace the media, refund the purchase price, or repair or replace the Software as Licensee's sole and exclusive remedy.

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### SECTION 3. PERMISSIONS AND ACKNOWLEDGEMENTS.

3.1 Permissions. Certain state & federal laws prohibit any unauthorized attempt to penetrate or access computer systems. Licensee explicitly authorizes Company and Software to perform the security verification as described herein and acknowledge that such verification constitutes authorized access to Licensee's computer systems.

3.2 Acknowledgement. Licensee further acknowledges that such verification may entail certain risks and Licensee agrees to accept all risks associated with such verification; provided, however, that such verification shall not in any manner increase cyber security risk of the Licensee. Licensee acknowledges and agrees to the following: i) during verification log messages may be generated by deployed security solutions on Licensee premise, which may result in excessive log file disk space consumption; ii) the performance and throughput of some of Licensee systems, as well as the performance and throughput of associated firewalls and other security solutions, may be

temporarily degraded; iii) a scan may trigger alarms by firewall, intrusion detection/prevention and other security solutions and systems; iv) some aspects of these verification may involve intercepting the traffic of the Licensee network for the purpose of looking for events; and v) new security threats are constantly evolving and no security verification designed to identify security threats will be able to make Licensee resources and systems invulnerable from such security threats or ensure that such verification Software or service has identified all risks, exposures and vulnerabilities.; vi) all functions provided in the Software are as is and there is no guarantee that they will work on Licensee device in the manner expected.

## SECTION 4. DATA COLLECTION, DATA SECURITY AND PRIVACY.

**4.1 Data Collection.** During and after the verification process, Software may generate a set of data related to various readiness matrices (“Readiness Data”), that Company may collect in order a) to help improve overall security readiness of the Licensee and other licensees of the Software and b) to help develop security readiness related data analytics in variety of forms by the Company or it’s affiliates, partners and customers.

**4.2 Privacy - No Proprietary Information.** Besides Readiness Data, Company does not automatically collect any proprietary or specific information or data in any form whatsoever, from, of or about the Licensee, other than voluntarily submitted information by the Licensee or Licensee’s employee, affiliates and others i) either to the Company, ii) other Vendors, partners and entities whom the Licensee have granted license to use, market or sell such information or iii) publicly available information of the Licensee.

**4.3 License to Use.** Licensee grants an irrevocable license to allow the Company to use the collected Readiness Data for any and all purposes as seen fit by the Company.

**4.4 Security.** Company utilizes adequate common practice security measures to protect the Readiness Data and all other information it collects.

**4.5 Site Re-direct.** Software may contain links to other sites. Company does not control the privacy practices of those websites. Company shall not be responsible for the content and/or practices of any linked websites, and Company provides these links solely for the convenience and information.

**4.6 Audit Logs.** Company employs standard software logging capabilities for troubleshooting / auditing activities. Users may formally request access to log data for their own internal auditing activities, Company agrees to supply users with a copy of log data for a fixed period (day, week). The data will be delivered in a standard comma separated format.

**4.7 Policy Change.** If Company privacy policy changes, Company shall post an updated version on Company’s website. The policy revision date will be posted at the top of the page. User may exercise User’s choices about how Company collects Readiness Data from time to time.