



Terms of Use

Last Updated May 2, 2022

THESE TERMS OF USE (“AGREEMENT”) ARE A LEGAL AGREEMENT BETWEEN YOU OR THE COMPANY YOU REPRESENT (COLLECTIVELY “CUSTOMER,” “YOU,” OR “YOUR”), AND PANGEA CYBER CORPORATION (“PANGEA,” “US,” “WE,” OR “OUR”) GOVERNING YOUR USE OF OUR SERVICES. THIS INCLUDES USE OF OUR WEBSITES AND RESOURCES POSTED THERE AS WELL AS USE OF THE PANGEA API AND PLATFORM AND RELATED SERVICES (COLLECTIVELY THE “SERVICES”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES ON AN INDIVIDUAL CLAIM BASIS ONLY AND WITHOUT A JURY TRIAL.

THIS AGREEMENT APPLIES TO YOUR USE OF THE SERVICES, TOGETHER WITH THE TERMS OF YOUR ORDER (ONLINE OR BY ORDER FORM), AND THE PANGEA PRIVACY POLICY WHICH IS INCORPORATED BY REFERENCE:

<https://pangea.cloud/privacy-policy/> (“Privacy Policy”).

Pangea, Inc. (together with its affiliates, the “Company”) owns and operates a hosted, proprietary, managed API and Platform designed to make available security “microservices,” provided by Pangea and third parties, for cloud and mobile app builders, SaaS platform providers, security operations centers, and others.

These Terms of Use apply to You and Your use of the Services, including any others You permit to use the Services. If You do not accept all terms of this Agreement including the Privacy Policy, then You may not use the Services. Your use of the Services constitutes Your acceptance of this Agreement.

1. *Use of the Services.* Subject the terms and conditions of this Agreement, We hereby grant You a limited, non-exclusive, and nontransferable right as specified in an online purchase or order form (Your “Order”) to access and use the Services for the period specified in Your Order (“Subscription Term”), only in accordance with this Agreement, the terms of the Order, Pangea’s published Documentation, and solely for Your business purposes. You may use the Services integrated with cloud and mobile applications (“Apps”) that You develop and use for internal business purposes or that You license to third parties, but You may not make the Services themselves directly available to third parties for their use apart from Your Apps. You are responsible for any use of the Services by those You have authorized to use or access the Services (“Users”), whether that be employees or

contractors who work for You in developing Your Apps, or third-party users of Your Apps. Some microservices accessible through Pangea's API and Platform are proprietary to Pangea, and some are provided by third parties ("Third-Party Microservices"). Third-Party Microservices may have additional or different terms of use and privacy policies conspicuously posted or displayed when selecting such Third-Party Microservices. As a condition of accessing and using Third-Party Microservices through the Pangea API and Platform, You agree to comply with their provider's terms, and You consent to their privacy policies. If You do not, You are not authorized to use such Third-Party Microservices.

2. *Usage Limits.* Your use of the Services is subject to certain limitations as stated in Your Order and the Documentation, such as on the duration of Your subscription ("Subscription Term"), the number and types of Users permitted to access the Services, API calls, and any other limits specified in the Order ("Usage Limits"). Named User subscriptions to Services cannot be shared or used by more than one (1) named user at a time but may be reassigned by You to a new User replacing a person who no longer requires access to the Service. You are solely responsible for selecting secure account and user passwords, changing passwords frequently, maintaining the confidentiality of user logins and passwords, and restricting unauthorized access to the Services through such accounts. We assume no responsibility for damage or loss arising from unauthorized access to the Services and Your account due to Your failure to protect the security of API keys, User logins or passwords.
3. *Free Plans.* If You ordered a "beta," "trial," or other edition of the Services under a no-charge plan ("Free Plan"), You may use the Service until You have either reached the Usage Limits specified, such as a fixed limit of API calls, or for ninety (90) days, whichever occurs first (the "Trial Period"). You may use the Services under the Free Plan solely for Your evaluation purposes, but not in a production setting. The Services may automatically cease functioning at the end of the Trial Period, and all data and information hosted by the Services will no longer be available to You unless (i) You supply Your payment card or other payment information and purchase a paid subscription to the Service; or (ii) We extend Your Trial Period in writing in Our sole and absolute discretion. You acknowledge and accept that We may terminate Your use of the Services under the Free Plan for any reason or no reason at all and without any required prior notice. DURING THE TRIAL PERIOD AND USE UNDER THE FREE PLAN, WE WILL HAVE NO OBLIGATION WHATSOEVER TO CONTINUE PROVIDING THE SERVICES TO YOU. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE PROVIDE THE SERVICES UNDER THE FREE PLAN: (A) FREE OF CHARGE; (B) "AS IS"; AND (C) WITHOUT INDEMNIFICATION, WARRANTY, OR LIABILITY TO YOU OF ANY KIND. USE OF THE FREE PLAN IS AT YOUR OWN RISK.
4. *Restrictions on Use.* Except for use of the Services by your Users as expressly permitted in this Agreement and the Documentation, You may not cause or permit any third party to: (i) alter, modify or create any derivative works of the Services, the underlying API and Platform source code, or the Documentation in any way, including without limitation customization, translation or localization; (ii) rent, lease, license, sublicense, encumber, sell, offer for sale, or otherwise transfer rights to the Services or Documentation, including for timesharing or as a service bureau; (iii) port, reverse compile, reverse

assemble, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services; (iv) copy, distribute, link, frame, mirror or otherwise make available any portion of the Services to any third party other than a third-party contractor who may only use the Services only to support Your internal business purposes; (v) remove or alter any logos, trademarks, links, copyright or other notices, legends or markings from the Services or Documentation; (vi) attempt to bypass or tamper with the security, operation, Usage Limits, or access control technology of the Services; (vii) attempt to access the accounts or data of any other customer or user; (viii) use the Services for benchmarking purposes or otherwise to analyze its workings and features for competitive purposes or in a manner that imposes unusual demands on a Service outside of normal functions and operations; (ix) use, or allow the use of, the Service(s) by anyone located in, under the control of, or a national or resident of a U.S. embargoed country or territory or by a prohibited end user under export control laws; (x) use the Service(s) in a manner that interferes with the use or enjoyment of it by others, including using the Service(s) to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumventing or disclosing the user authentication or security of the Service(s) or any host, network, or account related thereto; or (xi) use the Service(s) or Documentation in a way that violates applicable law or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity, or that effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material. Notwithstanding any other provision of this Agreement, in the event of breach of any restrictions in this Section 4 (“Restrictions on Use”), We shall have the right upon notice to immediately suspend Services until such breach is corrected.

5. *Changes to the Services.* You acknowledge that the features and functions of the Services may change over time; provided, however, We will not materially decrease the overall functionality of the Services. It is Your responsibility to ensure each App You develop is compatible with the Services. Although We use will use commercially reasonable efforts to avoid changes to the Pangea API that would not be backwards compatible, if any such changes ever become necessary, We will use commercially reasonable efforts to notify You at least sixty (60) days prior to implementation (“Implementation Date”). In the event We make a change to the API that is not backward compatible, and such change materially and negatively impacts Your use of the Services, You may terminate this Agreement with prior written notice effective on the Implementation Date, and request a refund of pre-paid Subscription Fees on a pro-rata monthly basis based on the remaining unused calendar months of the original Subscription Term following the Implementation Date.
6. *Proprietary Rights.*
 1. *Customer Data and Customer Materials.* As between the parties, You will retain all right, title and interest in and to the information provided by or on Your behalf for processing by the Services (“Customer Data”) and any other materials or information provided by or for You needed by Us to perform the Services and fulfill our obligations under this Agreement. Nothing in this Agreement will confer to Us any right of ownership or interest in the Customer Data or other materials, other than the limited license and rights set forth herein required to provide the Services to You and Your Users.

2. *Company Intellectual Property.* As between the parties, We shall retain all right, title and interest in and to the Company Intellectual Property, and any changes, derivatives, corrections, developments, bug fixes, enhancements, updates and other modifications, improvements thereto made by or for Us. Nothing in this Agreement will confer on You any right of ownership or interest in any Company Intellectual Property, other than the limited license set forth herein. “Company Intellectual Property” means Our proprietary technology, including the Services and Documentation, websites, software tools, hardware designs, algorithms, software, APIs, user interface designs, architecture, documentation, network designs, know-how, and trade secrets, improvements, materials, methods, processes, formulas, techniques, deliverables and other information developed or otherwise made in whole or part by Us in the performance of the Services, and all intellectual property rights therein and thereto throughout the world (whether owned by Us or licensed to Us by a third party).
1. *Feedback.* We encourage You to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources (“Feedback”). To the extent You provide Feedback, You grant Us a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction), provided that such Feedback does not identify You or Your Users or include any Customer Data without Your prior written consent.
2. *Support, Security, and Data Privacy.*
 1. *Support.* For paid Orders, We will use commercially reasonable efforts to provide basic support via the Our Discord channel to support to You or Your designated contact during Our ordinary business hours (U.S. Pacific Time), unless otherwise set forth in Your Order.
 2. *Security.* We shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Customer Data, in accordance with Pangea’s Privacy Policy. Without Your prior written consent or that of Your authorized Users, We shall not (i) modify Customer Data, (ii) subject to subsection (c) below, disclose Customer Data to a third party (except as needed to perform the Service or if required to do so by law or governmental process), or (iii) access Customer Data except to provide the Services and prevent or address Service or technical problems. In the event of a confirmed intrusion or other breach of the Services security, Company shall immediately take sufficient steps to remediate or correct the breach and to secure Customer Data, and Company will notify You of the breach without undue delay, provided such steps would not be further jeopardized by such notification, and resolve the breach and recover any data disclosed as a result thereof.
 3. *Data Privacy.* We use certain trusted third-party data processors in order to provide the Services to You, such as for hosted storage, processing by Third-Party Microservices, and secure infrastructure and telecommunications providers. You hereby provide Your general written consent to our use of such third parties in order to process Your Customer Data under the terms of this Agreement, and we agree to be responsible for the acts and omissions of such sub-processors as if they were Our own acts or omissions. We will

make available to You information on intended changes to such sub-processors (such as postings on our website, emails, or notices within the Services) so You have the opportunity to object and if You desire, terminate this Agreement for convenience. You acknowledge that We will, and You permit Us to, collect, use, and disclose statistical or aggregate information about the operation of our Services, including information about the performance of the Services and other data derived from the use of the Services, for industry analysis, benchmarking, analytics, marketing, to improve or enhance the Services, and any other business purposes; provided, that all such data disclosed will be anonymized or otherwise de-identified so it contains no personally identifiable information and cannot identify or be traced back in any way to You. We own all right, title, and interest in and to such anonymous data; provided, that You retain all of Your right, title, and interest in and to any underlying Customer Data.

1. Fees and Payment Terms.

1. *Fees.* You shall pay all Fees due, if any, associated with Your use of the Services as set forth on Your Order (“Fees”). Fees include collectively fees for use of the Services for a set term (“Subscription Fees”), usage-based fees identified in the Order such as calls to the Pangea API and Platform for proprietary and Third-Party Microservices (“Usage Fees”), use of Services in excess of Usage Limits (“Overage Fees”), fees for premium support and maintenance services (“Support Fees”) and any other fees specified in the Order. Notwithstanding the duration of Your Subscription Term, if You have met or exceeded Usage Limits, such as an API call volume limit, You may be unable to use the Services until You have ordered and paid for additional credits or entitlements, or you may be subject to Overage Fees. Unused credits against Usage Limits expire at the end of the Subscription Term unless the Subscription Term is renewed prior to its expiration date.
1. *Invoiced Customers:* If You have been approved by Us to be invoiced for payments, then unless otherwise stated in Your Order, You will pay all Fees in accordance with the following: (a) Subscription Fees and Support Fees, if any, are invoiced in advance for the entire Subscription Term; (b) variable Usage and Overage Fees are invoiced monthly; (c) other Fees are invoiced as specified in the Order; (d) any additional purchases You make during the Subscription Term, such as adding Users or other Services, will be invoiced at the time of purchase, and (e) payment on all invoices is due within thirty (30) days from Our delivery of the invoice.
2. *Payment Cards/Electronic Payments:* If Your Order specifies payment by a payment card or a supported electronic payment processing service (“Payment Account”), We will charge Your Payment Account: (a) for the full amount of Subscription Fees and Support Fees, if any, at the time of Your Order, which amount is not cancellable or refundable; (b) variable Usage and Overage Fees will be charged monthly; (c) any additional purchases You make during the Subscription Term, such as adding users or other Services, will be charged at the time of purchase. If Your Payment Account declines Your purchase, we may suspend the Services until You establish a new Payment Account and pay all Fees due. You are responsible for keeping all Payment Account information accurate and up-to-date, including payment card, address, and account information

needed by Us to charge Your Payment Account. You hereby represent that You have the right to provide Us with Your Payment Account information and authorize Us to charge Your Payment Account for all Fees as they come due. You agree to pay all charges incurred by Users of Your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred unless otherwise specified in Your Order.

3. *General Payment Terms.* Once accepted by Us, Orders are non-cancellable and nonrefundable except as provided in this Agreement, and the Subscription Term as set forth in the Order is a continuous and non-divisible commitment for the entire duration of the Subscription Term. Invoices will include, and You are responsible for, any sales, VAT, or similar taxes (other than those based on Our net income) that We are required to collect and remit to any taxing authority, unless and to the extent You provide a valid exception certificate from the relevant taxing authority. All Fees are payable in United States dollars. For unpaid amounts due, not properly disputed, We may, without prejudicing any other rights or remedies available to Us, charge interest at the rate of 1% per month or the maximum rate permitted by applicable law, whichever is less, and suspend the Services until You have paid all Fees due. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Us reasonably necessary to collect any amount that is not paid when due and not disputed in good faith.
1. *Payment Disputes.* You will notify Us in writing in the event You have a good faith dispute as to Fees or taxes payable by You under this Agreement. You will provide such notice to Us prior to the due date of the invoice containing such Fees or taxes due that are in dispute and the We will work together with You in good faith to resolve the applicable dispute promptly. Calculations regarding Usage Limits will be based on Our system reports as the system of record. You will pay all amounts that are determined to be payable by resolution of the dispute within ten (10) days following such resolution.
2. *Purchased Services Through Reseller.* If You purchase Services through a third-party reseller We have authorized who is responsible for facilitating payments to Us for Your use of the Services ("Authorized Reseller"), You will pay all Fees due for Your use of the Services directly to the Authorized Reseller in accordance with Your agreement with the Authorized Reseller ("Reseller Agreement"). If You breach Your obligations to the Authorized Reseller and fail to cure such breach within the time period specified in the Authorized Reseller Agreement, the We or the Authorized Reseller may suspend the provision of the Services to You upon written notice.
1. *Term and Termination.* This Agreement commences when You accept this Agreement and the Order and expires on the date of expiration or termination of all Subscription Terms ("Term of Agreement"). Each Order will state the Subscription Term for the Services ordered.
 1. *Auto-Renewal; Pricing.* At the end of each Subscription Term, Your Order shall automatically renew for an additional Subscription Term of equal duration at the then-current pricing in effect as posted on Our website or communicated to You at least sixty (60) days prior to the end of Subscription Term, unless You or We

notify the other party of the intent not to renew at least thirty (30) days prior to the end of the current Subscription Term.

2. *Termination.* You may choose to terminate this Agreement and all Orders at any time for any reason with written notice, provided that upon such termination You will not be entitled to a refund of pre-paid Fees, and all remaining Fees for a then-current order or Subscription Term that are outstanding will become immediately due and payable. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party for cause: (i) if after such notice period a material breach by the other party remains uncured, or (ii) if the other party becomes the subject of a petition of bankruptcy, or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If You terminate this Agreement pursuant to subsection (i) of this paragraph for an uncured material breach on Our part, and We agree in good faith that the termination is proper, We will refund any pre-paid Subscription Fees on a pro-rata monthly basis based on the remaining unused calendar months of the original Subscription Term following the effective date of termination.
3. *Effect of Termination.* Immediately upon termination of this Agreement for any reason, You will cease use of the Services, pay in full all Fees due at the time of termination, and return or destroy all copies of Our Confidential Information. After the expiration or termination of this Agreement for any reason Your account shall be deactivated and all Customer Data deleted unless retention is required by law. All provisions of this Agreement which by their nature should survive cancellation or termination of this Agreement shall survive cancellation or termination.

2. Confidentiality.

1. *Definition of Confidential Information.* As used herein, "Confidential Information" means all confidential information disclosed by a party to this Agreement ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Customer Data and any ancillary information, such as account information for Users. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was or becomes known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party as evidenced by written records, or (iii) is independently developed by the Receiving Party without any use of the Disclosing Party's Confidential Information.
2. *Protection of Confidential Information.* Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party except as permitted by this Agreement. Receiving Party shall only use Disclosing Party's Confidential Information to fulfill its obligations under this Agreement. Receiving Party shall use the same degree of care to protect the confidentiality of the Confidential Information that it uses to protect its own confidential and proprietary information (but in no event less than reasonable care). Receiving Party may disclose Confidential Information to its employees,

consultants, agents, and data sub-processors (collectively “Representatives”), who reasonably need to know such Confidential Information for purposes of this Agreement, provided that Receiving Party shall ensure that such employees, consultants and agents are bound by obligations of confidentiality at least as protective of the Disclosing Party’s Confidential Information as the obligations in this Section. Receiving Party shall be liable for any disclosures of Confidential Information by its Representatives.

3. *Compelled Disclosure.* The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or governmental authority to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party shall limit any disclosure of Confidential Information pursuant to this Section to the extent strictly necessary to comply with the applicable request by such governmental entity. Any disclosure of Confidential Information pursuant to this Section shall not affect the confidential treatment of such disclosed Confidential Information.
4. *Remedies.* Receiving Party agrees that a breach of this Section may result in immediate and irreparable harm to Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the parties stipulate and agree that the Disclosing Party will be entitled to seek and obtain equitable relief, including but not limited to a temporary restraining order or preliminary injunction.

1. Indemnification.

1. *By Us.* We shall defend, indemnify, and hold You harmless from and against all claims, losses and damages (including reasonable attorneys’ fees) made by a third party against You alleging that the Services infringes that third party’s United States intellectual property rights, except to the extent such a claim arises from Your or Your Users’ misuse or unauthorized use of the Services. If We believe that any portion of the Services may be subject to such a claim, then We may, at Our sole option and expense, procure for You the right to continue using the Service, modify or replace the infringing portions of the Service to allow for continued use, or if these alternatives are not commercially reasonable, We may terminate this Agreement upon notice and refund any unused, prepaid Fees pro-rata monthly basis based on the remaining unused calendar months of the original Subscription Term following the effective date of termination. Notwithstanding the foregoing, the Our indemnification obligations set forth in this Section do not apply to, and We will have no obligation to You for, any claim that arises from (i) modifications to the Service by anyone other than Us or a third-party expressly instructed on Our behalf, (ii) modifications to the Service based upon specifications furnished by You (iii) You and/or any of Your Users’ use of the Service other than as specified in this Agreement, the Order Form or in the applicable Documentation, or (iv) use of the Service in conjunction with third-party software, hardware, data, or services, or any other combination of the foregoing, unless such item is identified by Us as part of the system requirements for the Services. THIS SECTION 12(A) STATES OUR ENTIRE LIABILITY FOR INFRINGEMENT RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SHALL NOT APPLY DURING ANY TRIAL PERIOD OR UNDER ANY FREE PLAN.

2. *By You.* You agree to defend, indemnify, and hold Us harmless from and against all claims, losses and damages, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs and expenses (including reasonable attorneys' fees) for any breach of Your representations, warranties and covenants set forth in Section 13(d) ("Warranty by Customer for Customer Data"), or breach of Section 4 ("Restrictions on Use").
3. *(Indemnification Procedures.* As a condition to being indemnified under this Agreement, the party seeking indemnification shall: (i) promptly notify the indemnifying party of the claim; (ii) allow the indemnifying party sole control of the defense and settlement of such claim; and (iii) provide reasonable assistance, at the indemnifying party's expense, in defending or settling the claim. The indemnifying party shall keep the indemnified party informed of and consult with the indemnified party in connection with the progress of such litigation or settlement, and not settle any such claim in a manner that does not unconditionally release the indemnified party without the indemnified party's written consent, not to be unreasonably withheld or delayed.

1. Limited Warranties; Disclaimers.

1. *Services.* We warrant for duration of the Subscription Term that the Services will operate in substantial conformance with the Documentation when used in normal operating conditions. Your exclusive remedy for breach of this warranty is to notify Us in writing in reasonable detail of the non-conforming aspect of the Services during the warranty period, and upon receipt of such notice, We, at Our option, will either use commercially reasonable efforts to modify and provide an update to the Software so that it is in conformance with this warranty requirement, or provide a commercially reasonable work-around within a reasonable period of time. Notwithstanding any other provision of the Agreement, this Section sets forth Your exclusive rights and remedies and Our sole liability in connection with the warranty related to the performance of the Services. This warranty does not apply to Free Plans.
2. *Professional Services.* If we agreed to provide professional services under an Order and statement of work ("Professional Services"), We warrant to You that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry practices and the terms and conditions herein. However, if You do not provide Us timely access to information needed from You to perform the Professional Services, then Our performance will be excused until You do so. Your exclusive remedy for breach of this warranty is to notify Us in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, at Our option, We will either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or will terminate the affected Professional Services and will refund You the prorated amount of Fees for the unperformed and non-conforming Professional Services. This Section sets forth Your exclusive rights and remedies and Our sole liability in connection with the performance of Professional Services.
3. *Warranty by Customer for Customer Data.* You covenant and warrant to us that You have the legal right, licenses, and consents as needed for us to process the Customer Data for You as provided by this Agreement.

4. EXCEPT FOR THE FOREGOING, WE PROVIDE THE SERVICES AND DOCUMENTATION “AS IS” WITHOUT ANY WARRANTY WHATSOEVER AND HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL BE FREE FROM ERRORS OR VIRUSES, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY, SECURITY OF DATA IN TRANSIT OR AT REST, OR ACHIEVEMENT OF RESULTS. YOU ACKNOWLEDGE WE HAVE NO RESPONSIBILITY FOR THIRD-PARTY CONTENT OR THIRD-PARTY MICROSERVICES YOU CHOOSE TO USE IN CONJUNCTION WITH THE SERVICES.
1. *General Limitation of Liability.* NEITHER PARTY SHALL BE LIABLE HEREUNDER TO THE OTHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, WHETHER OR NOT FORESEEABLE AND EVEN IF SUCH PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT, BREACH OF SECTION 4 BY YOU OR YOUR AUTHORIZED USERS (“RESTRICTIONS ON USE”), EACH PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, AND CLAIMS AGAINST A PARTY BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNTS PAID OR PAYABLE HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. WITHOUT LIMITING THE FOREGOING, WE SHALL HAVE NO LIABILITY FOR ANY FAILURE OF A SERVICE ARISING FROM OR RELATED TO (I) UNAUTHORIZED ACCESS TO CUSTOMER DATA NOT CAUSED BY OUR FAILURE TO USE REASONABLE AND APPROPRIATE ADMINISTRATIVE, TECHNICAL, AND PHYSICAL SECURITY CONTROLS, (II) YOUR OR YOUR USERS’ UNAUTHORIZED USE OF THE SERVICES, (III) YOU OR YOUR USERS’ FAILURE TO CONFIGURE THE SERVICE IN CONFORMANCE WITH THE DOCUMENTATION, OR (IV) YOUR OR YOUR USERS’ FAILURE TO PROVIDE ACCURATE CUSTOMER DATA TO THE SERVICE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

1. *Force Majeure.* Except for payment obligations, no failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the reasonable control of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural

disaster. The party affected by a Force Majeure event will take all reasonable actions to minimize the consequences of any such event.

2. *Modifications to this Agreement.* We reserve the right, at Our sole discretion, to modify or replace any part of this Agreement prospectively by (i) posting a revised Agreement on Our site with a new date, or (ii) providing notice to You of the change by email or within the Services. Such changes will not be binding upon You until Your next optional renewal or continuation of this Agreement; modifications will take effect at the start of the calendar month following notice for Free Plans and month-to-month plans, and upon any optional renewal at the end of the current Subscription Term for all other plans.
3. *Independent Contractors.* The parties to this Agreement are independent contractors and no agency, partnership, joint venture, employment, or similar relationship exists between them. Neither party has the authority to bind the other or incur any obligation on its behalf.
4. *Choice of Law; Arbitration.* READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES, WAIVE JURY TRIAL, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. This Agreement, and the performance and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the state of New York without regard to its conflict of laws provisions as if fully performed within the borders of New York state. For any dispute with Us, You agree to first contact Us and attempt to resolve the dispute with Us informally. In the unlikely event that We have not been able to resolve a dispute with You after sixty (60) days, any controversy or claim arising out of or relating to this Agreement on an individual basis only and not on behalf of a class, or the breach hereof, shall be settled by arbitration in the city of New York, NY, by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules posted at www.adr.org. Arbitration will be in the English language before one (1) arbitrator. Any award shall be final, binding and conclusive. A judgment upon the award rendered may be entered in any court having jurisdiction thereof. Nothing in this Section shall be deemed as preventing either party from seeking a preliminary injunction or other equitable relief in aid of arbitration from courts of competent jurisdiction in appropriate cases.
5. *Publicity.* Neither Party shall refer to the identity of the other Party in promotional material, publications or other forms of publicity relating to the Service unless the prior written consent of the other Party has been obtained; provided, however, that We may use Your name and logo for the limited purpose of identifying You as a customer of Our Services on Our websites, and in other marketing materials distributed by Us (which may include emails and other web and print materials), during the Term of Agreement, and We agree to comply with any trademark usage policies or brand guidelines You provide to Us for such purposes.
6. *Export laws.* You represent and warrant that (a) You are not located in or a national of a country subject to a United States Government embargo, (b) You will not access or use the Services (and will not permit any third parties including Your Users to do so either) in any country embargoed by the United States, (c) neither You, nor Your Users are a foreign military end-user, military-intelligence end-user or other foreign person or entity blocked or denied by the United States Government, (d) that You will not place any information in the Services that is controlled under the U.S. International Traffic in Arms

Regulations, (e) You will not use the Services for any purpose prohibited by United States or applicable international import and export laws and regulations, including without limitation the development and creation of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned aerial vehicle systems, or military and military-intelligence end-uses, and (f) You are entirely responsible for Your compliance with all applicable United States laws and regulations and with all applicable local laws and regulations related to export and import.

7. *Assignment.* Neither party shall assign this Agreement without the written consent of the other party, not to be unreasonably withheld or delayed, except assignment without consent but with written notice is permitted in the event of a merger, acquisition, sale of substantially all the assets of a party or any similar transaction. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
8. *Entire Agreement.* This Agreement, along with Your Order and the exhibits attached hereto or incorporated by reference, constitute the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings. The failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
9. *California Residents.* The provider of the Services is: Pangea Cyber Corporation, 636 RAMONA ST., PALO ALTO, CA 94301. If You are a California resident, in accordance with Cal. Civ. Code §1789.3, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.