



End-user Access Agreement ("Agreement")

Important Notice to User

Please read this Agreement carefully. This is a legal agreement between you ("User" or "You") and **Kasada, Inc.** ("Kasada") covering your use of the online-hosted web and mobile enterprise security software application that is the subject of this Agreement, including any associated documentation and services, as well as the Kasada Portal (collectively referred to as "Services"). By downloading, installing, and/or using all or any portion of the Services, you are agreeing to be bound by the terms of this Agreement and that it is enforceable like any written negotiated agreement signed by you.

If you will be using the Services on behalf of a legal entity that is the recipient of the Services, the following shall apply: (i) if such entity and Kasada have executed a separate written agreement governing use of the Services (the "Customer Agreement"), the portion of your access to and use of the Services that is covered by such Customer Agreement shall control over this Agreement; and (ii) if no such Customer Agreement has been executed by such entity or a portion of the scope or extent of your access to and use of the Services is not covered by the Customer Agreement, then this Agreement shall control to such extent, (iii) you represent that you have the authority to bind such entity to the terms of this Agreement, and (iv) the terms "you" and "your" shall also refer to such entity.

For all engagements initiated via the AWS Marketplace, your payment will be processed by AWS acting as Kasada's payment (and, if applicable, refund) processing agent. Your payment obligation will have been satisfied upon Kasada's receipt of the funds from AWS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE SERVICES.

1. DEFINITIONS

“Affiliate” means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

“Customer Data” means your content or data which may be accessed through use of the Services, or which are otherwise provided or made available by or on behalf of you to Kasada in connection with your use of the Services, including any data of or relating to any website visitors, customers, or prospective customers of you, and your Affiliates (including any personal data contained therein).

2. USE OF SERVICES

Subject to your payment of the applicable Service fees and taxes, and your compliance with the terms and conditions of this Agreement and all applicable laws, Kasada grants you a personal, limited, nonexclusive, nontransferable right to access and use the Service solely for your internal business operations. All rights not expressly granted to you herein are reserved by Kasada, its Affiliates or its licensors. Kasada shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit and feedback, suggestions or improvements you provide as we see fit, entirely without obligation or restriction of any kind. By providing such feedback, suggestions or improvements, you grant Kasada a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to give effect to this.

Kasada reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (i) maintain or enhance the quality or delivery of the Services to its customers or performance; or (ii) to comply with applicable laws and regulations. Kasada also reserves the right, upon prior notice, to suspend your access to and use of the Services if, in Kasada’s reasonable determination, you have violated the terms of this Agreement or have otherwise jeopardized the integrity, operations or security of the Services.

You will need to register or otherwise enter a username, password or other information or credentials (collectively, “Access Credentials”) in order to access and use the applicable Services. You are responsible for any use or misuse of your Access Credentials. All Access Credentials must be kept confidential, and you must promptly notify Kasada of any actual or suspected confidentiality breach or unauthorized use of the Access Credentials.

You hereby grant to Kasada the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, and distribute, modify, and create derivative works of the Customer Data for the purpose of, and to the extent necessary for Kasada to implement, operate, and perform the Services and as otherwise may be agreed in writing by you. You hereby represent and warrant that: (a) you have sufficient rights in the Customer Data to authorize Kasada to process, distribute and display the Customer Data as contemplated by this Agreement; (b) the Customer Data and its use hereunder will not violate or infringe the rights of any third party; and (c) your use of the Services and all Customer Data is at all times compliant with your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data. In addition, Kasada may aggregate your usage data and metadata including Customer Data collected through the Services so that the results are non-personally identifiable with respect to you (“Aggregated Anonymous Data”). You acknowledge that Kasada may use the Aggregated Anonymous Data: (a) for its own internal, statistical analysis; and (b) to develop and improve the Services. Aggregated Anonymous Data is not Customer Data and shall be owned by Kasada.

You shall not (or permit any person or third party to): (a) frame, mirror, reproduce, distribute, modify, adapt, create derivative works, license, sublicense, lease, sell, rent, loan, transfer or otherwise exploit any portion of the Services, except as expressly authorized herein; (b) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive the source code, object code or other underlying structure, ideas or algorithms of the Software and/or Documentation (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (c) collect information about uses of the Services; (d) defeat or attempt to defeat any security mechanism of the Services or interfere with the operation of the Services or access all or any part of the Services and Documentation in order to build a product or service which competes with the Services; (e) use any robot, spider or other device to retrieve, index, "scrape" or "data mine" any content, or otherwise access or download any content other than through the functionality of the Services; (f) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any of the Services and/or Documentation; or (g) knowingly permit any third party to do any of the foregoing. In addition, You shall not knowingly use the Services: (i) to send unsolicited messages via email or otherwise in violation of applicable law; (ii) to store, send, or provide access to obscene or otherwise illegal materials; (iii) to store, send, or provide access to materials that would infringe any intellectual property right or violate any privacy right of any third party; or (iv) in any manner that does not comply with applicable laws and regulations.

3. CONFIDENTIALITY

You shall keep confidential and not disclose to any third parties any information relating to the Service and any business or technical information of Kasada, including but not limited to: the Services, the Software, object code, source code, pricing, product plans, designs, costs, financial information, marketing plans, business opportunities, personnel, research, development or know-how, and the results of any tests of the Services ("Confidential Information"). You agree to protect Kasada's Confidential Information with the same level of care you use to protect Your own confidential and proprietary information (in any case not less than reasonable care).

4. INDEMNIFICATION

You shall defend, indemnify, and hold Kasada, its Affiliates, and its and their respective directors, officers, managers, and employees harmless from and against any third party claims, actions, and other proceedings ("Claims"), and shall pay all losses, damages, liabilities, and reasonable expenses (including reasonable attorneys' fees) (collectively, "Losses"), to the extent arising out of or related to: (a) Customer Data or Kasada's use of Customer Data with the Services, including Claims related to infringement of third party's copyright or patent or other intellectual property right; (b) your use or modification of any Services in violation of this Agreement; (b) your breach of your representations and warranties hereunder; or (b) your violation of applicable law.

5. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KASADA BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE OR LIABILITIES TO THIRD PARTIES) REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF KASADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, IN NO EVENT SHALL THE CUMULATIVE, AGGREGATE LIABILITY OF KASADA FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EXCEED ONE HUNDRED DOLLARS (\$100.00).

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW, INCLUDING WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES (INCLUDING ANY CONTENT AVAILABLE THEREIN) ARE PROVIDED "AS IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTIES OF ANY KIND. KASADA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, BE CONTINUOUSLY AVAILABLE OR APPROPRIATE FOR YOUR PARTICULAR USE, OR BE FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS, OR ERRORS, OR COMPLETELY SECURE ("FAULTS"), OR THAT ANY FAULTS WILL BE CORRECTED.

7. EXPORT CONTROL AND GOVERNMENT USE

You will not obtain, retain, use, or provide access to the Services to any Affiliate or third party in a manner that may breach any applicable export control or economic sanctions laws and regulations of any jurisdiction, including the United States of America, Canada, Australia, the United Kingdom and the European Union (and its Member States). You warrant that neither you nor any Affiliate or third party to which you provide access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction related to Kasada, it will not involve sanctioned parties, including through the use of bank accounts that are sanctioned parties.

If Kasada provides the Services, including related software and technology, for ultimate United States Federal Government end use, such provision is solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Kasada to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

8. MISCELLANEOUS

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. Neither Party is an employee, agent, co-venturer, or legal representative of the other Party for any purpose. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or otherwise transferred to you without the prior written consent of Kasada. Any other attempted assignment or transfer will be void. This Agreement will bind any of your permitted successors and assigns. No term or provision of this Agreement will be deemed waived, and no breach excused, unless such waiver or consent is in a writing that expressly refers to this Agreement and the provision to be waived or the breach to be excused, and that is signed by the Party claimed to have waived or consented. No waiver or consent, whether expressed or implied, will constitute a waiver of, consent to or excuse for any other different or subsequent breach. If any term or provision of this Agreement is held to be invalid or unenforceable, such term or provision will be ineffective only to the extent of such invalidity or unenforceability, and the remainder of this Agreement will continue in full force and effect. Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, to the extent such delay or failure results from

causes beyond the Party's reasonable control, including but not limited to acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-Party communication or Internet failures or interruptions, utility interruptions or failures, fire, explosions, floods, epidemic or pandemic situation, or other natural disasters. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, or expiration of this Agreement will survive and continue as valid and enforceable rights, duties, and obligations.