SAFE SECURITIES INC.
END USER SERVICE AGREEMENT
_____, 2026

This End User Service Agreement ("**Agreement**") is made on this [*insert date*] day of [*insert month*] 2026 ("**Effective Date**"), by and between, Safe Securities Inc., a Delaware corporation , whose principal place of business is at 3000, EI Camino Real, building 4, Suite 200, Palo Alto, California – 94306, USA ("**Company**"), and _____, a _____, whose principal place of business is at _____ ("**End User**").

The Company and the End User are hereinafter collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS, the End User has acquired rights to access and use the Company's Services, either directly from the Company under this Agreement or through a Channel Partner, pursuant to one or more valid purchase orders, order forms, or other commercial arrangements.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms as used in this Agreement shall have the meanings as indicated below or defined elsewhere in this Agreement and if not defined in this Agreement, it shall have the meaning ascribed to them under the relevant statute/legislation:

1.1.1 "**Confidential Information**" means any information, oral or written, that relates to either Party's technical, financial, marketing or other proprietary information relating, without limitation, to business, products, processes, or services, whether or not designated as confidential or proprietary, or that a reasonable Party would understand to be confidential or proprietary. For the avoidance of doubt, Company' pricing, the Services, and support & maintenance policy, shall be deemed Confidential Information regardless of any lack of designation. With regard to orally disclosed Confidential Information, the disclosing Party must confirm the confidential nature of such oral disclosures in writing within seven (7) days from the date of the disclosure;

1.1.2 "**Channel Partner**" means the third party reseller, distributor or other channel partner (if applicable) from whom End User has purchased a subscription to the Services;

1.1.3 "**Content**" means the information, media, and keywords, including without limitation, files, calendars, events, audio, image, video, and blog entries, alone or in combination as wiki documents or otherwise, uploaded, posted, and published by End User;

1.1.4 "**Documentation**" means the explanation, text, documents, and other media produced by the Company regarding how Services operates, how to use Services, the system requirements for operating Services;

1.1.5 "**End User Data**" means any data collected from or by the Service on behalf of End User and any data or content that End User provides to the Services;

1.1.6 "**Order Form**" means the Company or Channel Partner provided order form, purchase order or other ordering documentation attached hereto in <u>Exhibit 1</u> specifying the Services to be provided to End User by the Company;

1.1.7 "**Personal Data**" means the personal information that End User provides to Company in registering for and/or installing the Services including name, business email address, title, employer, business telephone number, which

identifies an individual as an individual; and

1.1.8　"**Services**" means each products, services or other materials made available by Company under this Agreement for download or otherwise as more fully described in Order Form in <u>Exhibit 1</u> attached hereto. Services include patches, updates, improvements, additions, enhancements, and other modifications or revised versions of the same that may be provided to End User by Company from time to time.

2.　<u>LICENSE TO USE</u>

2.1　<u>Grant of License.</u> Subject to End User's compliance with the terms and conditions of this Agreement (including any limitations set forth in the Order Form), Company hereby grants to End User a limited, non-perpetual, subscriptive, non-exclusive, non-transferable, royalty-free, revocable, and non-sublicensable right to access and use the Services internally for business purpose strictly in accordance with the terms of this Agreement. To the extent Company provides End User with any downloadable or locally-installed software ("**Local Components**"), the foregoing right also includes the right for End User to install and use such Local Components.

2.2　<u>Reservation of Rights.</u> Any and all rights not expressly granted to End User in this Agreement are hereby reserved by Company, including without limitation, that neither the license nor this Agreement grants to End User or any third party any right, title or interest, including without limitation, any security interest, in any of the Services or any other property of Company, its licensors, or its affiliates. Company reserves the right to exercise any rights in the Services, including the right to license, sublicense or otherwise exploit or dispose of such rights to any party and in any manner, without restriction. End User agrees that all proprietary right, title and interest in the Services shall remain with Company, and that all uses of the Services by End User shall not create any interest or right, express or implied, in the Services in End User except as expressly set forth in this Agreement, and that End User does not and will not assert any claim to any ownership thereof, except the license as expressly set forth in this Agreement. If, by operation of the law of any jurisdiction, or otherwise, End User is deemed to or appears to own any property rights in the Services other than the license as set forth herein, End User hereby assigns all right, title and interest in such property rights to Company, and End User shall, at the request of Company, execute any and all documents necessary to confirm or otherwise establish the rights of Company therein.

2.3　<u>Restrictions on Use.</u> Except as expressly authorized by Company, End User agrees: (i) not to disassemble, decompile, reverse engineer, copy, translate, modify, sell, lease, rent, loan, redistribute, sublease, sublicense and/or make copies of or create derivative works from the Services or any part of the Services; (ii) not to remove or alter any copyright notices or other legal notices or disclaimers that may be included in or on copies of the Services; (iii) not to use the Services: to access communicate and/or transmit any information that: (a) infringes any third party intellectual property rights; (b) contains Services viruses, Trojan horse, worms or other malicious code; (iv) to obtain any and all necessary consents and/or authorizations for the use of any Content uploaded, posted, or published using the Services; (v) not to provide or otherwise make available the Services to any person who is a direct or indirect competitor of the Company; (vi) not to use the Services or any portion thereof to benchmark, analyze, evaluate or otherwise help in the development, improvement or support of any product or service that competes directly or indirectly with the Services; and (vii) not otherwise use the Services in violation of any applicable law or outside the scope expressly permitted hereunder.

2.4　<u>Support and Maintenance.</u> Company shall provide generic support and maintenance of the Services during the Term. Such support shall be available during business hours or other hours if specifically agreed with the End User. The support and maintenance will include any bug fixes, updates and upgrades of versions as and when released by Company and shall be automatically provided to the End User as part of the Services. Support and maintenance under this Agreement shall cease along with the termination of this Agreement as provided under Service Level Agreement provided in <u>Exhibit 2</u> hereto.

2.5　<u>Free Access Subscriptions</u>. Company may provide End User with certain Services for free or on a trial basis (a "**Free Access Subscriptions**"). To the extent End User is using the Services pursuant to a Free Access Subscription, each Party may terminate this Agreement for convenience upon written notice to the other Party.

2.6 <u>Insurance Premium Discounts</u>. End User shall have access to their 'SAFE Cyber Insurance Report' on the SAFE Platform. If End User agrees to share their SAFE Insurance Report with certain partnering insurers, End User may be entitled to discounted premiums on cyber insurance. These premium savings range from a 5% discount on premium to potentially higher premium discounts depending on the outcome of the assessment (15% total discounts may be available for customers with 'Average' Enterprise Aggregate Breach Likelihood compared to Peers and 30% total discounts may be available for customers with 'Best in Class' Enterprise Aggregate Breach Likelihood compared to Peers). The availability and amount of any discount, if applicable, are determined solely by the partnering insurers and are not guaranteed. Company does not receive any commissions or other compensation for this added benefit to End User, and Company is not involved in the provision of any insurance or brokerage services related to this benefit.

2.7 <u>AI Features</u>. Certain features or functionalities made available through the Services may incorporate artificial intelligence (AI) or machine learning (ML) technologies ("**AI Features**"). Use of any AI Features is subject to the terms provided in [SAFE AI Policy](), which governs the terms and conditions applicable to such features. By accessing or using any AI Features, End User agrees to be bound by the terms of the SAFE AI Policy. In the event of any conflict between this Agreement and the SAFE AI Policy, the SAFE AI Policy shall control solely with respect to the AI Features.

3. ACKNOWLEDGEMENTS

<u>Responsibility for Manner of Use.</u> End User acknowledges that End User alone is responsible for its own (and those of its employees') actions and omissions related to the use of the Services, ensuring that the use of the Services by End User is compliant with all applicable laws, and that End User is aware that any use inconsistent with such laws may subject End User to potential criminal and/or civil liabilities. End User further acknowledges that the Company is not a licensed broker or insurer and none of its directors, officers or employees are licensed producers, agents, brokers or otherwise licensed to sell or provide insurance or brokerage products or services. Any insurance obtained by End User in connection with the Services are provided by licensed third-party insurers unrelated to Company, and Company shall not provide any brokerage or insurance services related thereto.

4. PRIVACY INFORMATION

4.1 <u>Collection of Personal Data.</u> By accepting this Agreement, End User also agrees that Company may collect and process the Personal Data in accordance with Company' [Privacy Policy]() solely for the purpose of providing the Services to End User and as otherwise set forth in such Privacy Policy.

4.2 <u>Accuracy of Personal Data.</u> End User agrees that it will provide accurate Personal Data and that it will update the same as and when necessary ensuring at all times that such information remains accurate.

4.3 <u>End User Data.</u> As between the Parties, End User retains all right, title, and interest (including any intellectual property rights) in and to the End User Data. End User grants Company a non-exclusive, worldwide, royalty-free right to collect, use, modify and process End User Data, including technical logs, account and login information, frequency of logins, the volume and type of data uploaded, feature usage and engagement solely: (i) to provide the Services to End User, which may include providing customer support and (ii) to use such data to review user trends and performance, improve and develop Company's Services, and to generate separate anonymous data sets about product usage and other analytics relating to the Services that do not identify End User and that do not contain any persistent identifiers (such as name and email address) ("**Aggregate/Anonymous Data**"). Company shall retain ownership of all Aggregate/Anonymous Data.

5. FEES & PAYMENT TERMS

End User shall pay to Company or Channel Partner the Service fee as set forth in the corresponding Order Form ("**Service Fee**").

6. TERM

6.1 The term of the Agreement shall commence on the Start Date as indicated in the Order Form and will remain in force until the End Date as specified in the Order Form ("**Initial Term**"), unless terminated earlier in accordance with Section 7 below.

6.2 Upon expiration of the Initial Term, the Parties may extend the term of the Agreement for additional period as may be mutually agreed, in writing, between by the Parties (each an 'Extended Term' and, with the Initial Term, collectively the "**Term**").

7. TERMINATION

7.1 <u>Termination for Non-Payment</u>. Company may immediately terminate this Agreement and the provision of all Services to End User upon the inability or failure of End User to make any and all payments within thirty (30) days of such payment due date.

7.2 <u>Termination for Breach.</u> Either Party may, at its option, terminate this Agreement upon the material breach by the other Party of any provision of this Agreement, if such breach is not cured by the breaching Party within thirty (30) days after receipt of written notice thereof from the non-breaching Party.

7.3 <u>Termination for Bankruptcy or Change of Control.</u> Company shall have the right to terminate this Agreement immediately if End User becomes insolvent, or is unable to pay its debts as due, or enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy or similar laws. Company shall have the right to terminate this Agreement immediately if End User is acquired by a competitor of the Company, whether by means of an acquisition of substantially all of End User's assets, by merger, stock purchase, reorganization or other transaction or series of transactions in which at there is a fifty percent (50%) or greater change in control of End User.

7.4 <u>Obligations on Termination</u>. Upon any termination of this Agreement, (i) the rights and licenses granted to End User shall terminate, which may include Company remotely disabling the Services, and (ii) End User shall (a) immediately discontinue use of the Services and relinquish any and all rights with respect to the Services; and (b) each Party shall promptly return to the other Party the original and return, or certify to the destruction of, all copies of the other Party's Confidential Information or (in the case of the End User) any other information relating to any of the Services furnished by Company or otherwise in the possession of the End User, and any reproductions, notes, summaries, translations or similar documents relating to the other Party's Confidential Information or (in the case of the End User) relating to any Services. End User will be granted access to data stored in the solution for 30 days after expiration or termination of this Agreement for the sole purpose of copying such data off the solution. If the End User terminates this Agreement for cause, Company will promptly refund any prepaid but pro rata unused Service Fee covering use of the Services after termination. If the Company terminates this Agreement for cause, End User will promptly pay all unpaid Service Fee due through the end of the Term. Service Fees are otherwise non-refundable.

7.5 <u>Continuing Obligations</u>. The Agreements, representations, warranties, covenants, duties and obligations as set forth in this Agreement, which by their terms or to the extent consistent with the intent and purpose of this Agreement extend beyond the term of this Agreement, shall survive termination or expiration of the term of this Agreement.

8. INDEMNITY

8.1 <u>INDEMNIFICATION BY END USER</u>. END USER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD

COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS AND AGENTS OF EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ANY BREACH BY END USER OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS HEREUNDER; (II) THE USE BY END USER OF THE SERVICES IN MANNER AND FOR PURPOSE NOT COVERED UNDER THIS AGREEMENT; OR (III) ANY CLAIMS RELATING TO THE PROVISION OF, OR FAILURE TO PROVIDE, INSURANCE, BROKERAGE OR RELATED SERVICES.

8.2   <u>INDEMNIFICATION BY COMPANY</u>. COMPANY SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD END USER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS, EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ADJUDICATED THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; OR (II) ANY LOSS CAUSED TO END USER DUE TO WILFUL MISCONDUCT OF COMPANY OR ITS EMPLOYEES. IF THE USE OF THE SERVICES BY END USER HAS BECOME, OR IN COMPANY'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF ANY CLAIM OF INFRINGEMENT, COMPANY MAY AT ITS OPTION AND EXPENSE (I) PROCURE FOR END USER THE RIGHT TO CONTINUE USING AND RECEIVING THE SERVICES AS SET FORTH HEREUNDER; (II) REPLACE OR MODIFY THE SERVICES TO MAKE IT NON-INFRINGING (WITH COMPARABLE FUNCTIONALITY); OR (III) IF THE OPTIONS IN CLAUSES (I) OR (II) ABOVE ARE NOT REASONABLY PRACTICABLE IN COMPANY'S OPINION, TERMINATE THE APPLICABLE ORDER FORM AND PROVIDE A PRO RATA REFUND OF ANY PREPAID SERVICE FEE CORRESPONDING TO THE TERMINATED PORTION OF THE APPLICABLE TERM. COMPANY WILL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY CLAIM TO THE EXTENT SUCH CLAIM IS CAUSED BY (a) USE OF THE SERVICES BY END USER NOT IN ACCORDANCE WITH THIS AGREEMENT; (b) MODIFICATION OF THE SERVICES BY OR ON BEHALF OF END USER; (c) END USER'S CONFIDENTIAL INFORMATION OR CONTENT OR (d) THE COMBINATION, OPERATION OR USE OF THE SERVICES WITH OTHER PRODUCTS OR SERVICES WHERE THE SERVICES WOULD NOT BY ITSELF BE INFRINGING. THIS SECTION STATES COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND END USER'S EXCLUSIVE REMEDY, FOR ANY CLAIM OF ANY NATURE RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

8.3   <u>INDEMNIFICATION PROCEDURE.</u> THE INDEMNIFIED PARTY WILL PROVIDE THE INDEMNIFYING PARTY WITH (I) PROMPT WRITTEN NOTICE OF THE CLAIM; (II) THE SOLE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF THE CLAIM (PROVIDED THAT THE INDEMNIFYING PARTY MAY NOT SETTLE ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT, NOT TO BE UNREASONABLY WITHHELD); AND (III) REASONABLE COOPERATION IN CONNECTION WITH THE CLAIM.

9.   **LIMITATION OF LIABILITY**

9.1   <u>LIMITATION OF LIABILITY</u>. IN NO EVENT WILL PARTIES HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS). EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, BREACH OF APPLICABLE LAW, BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE TWELVE MONTHS OF FEES PAID OR PAYABLE TO COMPANY OR CHANNEL PARTNER UNDER THIS AGREEMENT.

9.2   APPLICATION AND BASIS FOR LIMITATIONS. THE INDEMNITY UNDER CLAUSE 8, THE LIMITATIONS OF LIABILITY IN THIS CLAUSE 9, AND THE LIMITED WARRANTY UNDER CLAUSE 10, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF COMPANY OR END USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

10.   <u>LIMITED WARRANTY</u>

10.1   <u>Limited Warranty</u>. Company warrants that during the Term, the Services will provide the general features and functions described in the then current Documentation. Company's entire liability, and End User's exclusive remedy (the "**Limited Warranty**"), with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, shall be at Company's sole discretion and option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the Service Fee for the most recent renewedTerm of this Agreement actually paid by End User and terminate this Agreement. Such refund is subject to the return of all hard copies and the deletion of all electronic copies of the Services. The foregoing warranty shall not apply to extent End User is using the Services pursuant to a Free Access Subscription. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES END USER SPECIFIC LEGAL RIGHTS. END USER MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. COMPANY DOES NOT SEEK TO LIMIT END USER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

10.2   <u>DISCLAIMER.</u> EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN CLAUSE 10.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR END USER, AS THE CASE MAY BE, MAKES, AND END USER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE SERVICES. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND FEATURES OR FUNCTIONALITY THEREOF OR ANY COMMUNICATION WITH END USER ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. ANY CONTENT OR INFORMATION MADE AVAILABLE BY COMPANY THROUGH THE SERVICES DOES NOT CONSTITUTE PROFESSIONAL ADVICE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR END USER WARRANTS: (a) THAT THE OPERATION OR OUTPUT OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE, (b) THAT ERRORS WILL BE CORRECTED BY COMPANY OR END USER, AS THE CASE MAY BE; OR (c) THAT COMPANY OR END USER, AS THE CASE MAY BE, WILL RESOLVE ANY AND ALL CORRECTION/REPAIR REQUEST AND THAT SUCH RESOLUTION WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

11.   <u>EXPORT CONTROL</u>

The Parties acknowledge that certain products, technology, software, technical data and Services (including Services and certain services and training) and certain transactions may be subject to export controls and/or sanctions under the laws of the United States and other countries and jurisdictions (including the Export Administration Regulations (EAR), 15 C.F.R. §§730-774, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130, (collectively "**Export/Import Laws**") and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury). No Party shall directly or indirectly export or

re-export, or transfer any such items or any direct product thereof or undertake any transaction or service in violation of any such Export/Import Laws or sanctions programs. Each Party agrees to fully comply with all applicable Export/Import Laws and sanctions programs. Without limiting the foregoing, End User hereby represent and warrant that: (i) End User is not a restricted party with whom it would be unlawful for the Company to conduct business and End User shall promptly notify the Company should End User become such a restricted party; and (ii) End User is not accessing or using Company's products, technology, software, technical data, or Services in or from any of the jurisdictions against which the United States maintains comprehensive sanctions, which jurisdictions currently include Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk People's Republic and Luhansk People's Republic regions (in Ukraine), and End User will not do so in the future.

12.   CONFIDENTIALITY

12.1   Non-Disclosure of Confidential Information. The Parties agree and understand that in furtherance of, and related to, the purpose of this Agreement, each Party (the "Receiving Party") may receive from the other Party (the "Disclosing Party") Confidential Information. Each Party agrees that, without the prior written consent of the Disclosing Party to the Receiving Party, the Receiving Party shall only use the Confidential Information in furtherance of this Agreement and shall not, whether during the term of this Agreement or thereafter, itself use such information, except as provided in this Agreement, or disclose, publicize, reveal or make available, directly or indirectly, any Confidential Information to any firm, person or entity whatsoever, except for a disclosure which is required, if at all, by statute, order of court or otherwise by law, or as reasonably required in order to discharge the Receiving Party's obligations pursuant to this Agreement, and then only after first advising the Disclosing Party of such intent to make disclosure with reasonably sufficient advance notice, if permitted by applicable law, so as to afford the Disclosing Party an opportunity to object or otherwise seek a protective order. Information shall not be considered Confidential Information, or shall cease to be same, when:

12.1.1   At the time of or after its disclosure by the Disclosing Party, it is published, known publicly or becomes part of the public domain through no fault of the Receiving Party or anyone associated with the Receiving Party who had access to the Confidential Information;

12.1.2   It is or becomes available to the Receiving Party on an unrestricted basis from a third party who does not, to the reasonable knowledge of the Receiving Party, knowingly breach a confidential relationship;

12.1.3   It is or shall have rightfully been in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party; or

12.1.4   It is independently developed by employees of the Receiving Party (or any affiliate/related entity of the Receiving Party) without access to or use of the proprietary information.

12.2   Each Party acknowledges and understands that the other Party and/or its affiliates/related entities may in the past, currently or in the future be developing information, products, systems, services or methods internally (by employees without access to or use of the Confidential Information), or receiving Confidential Information from third party, which may be similar to a Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that either Party and/or its affiliates/related entities will not develop products, systems, services or methods contemplated by the other Party's Confidential Information.

12.3   Non-Disclosure of Agreement; Announcement of Relationship. The terms and conditions of this Agreement shall not be disclosed by either Party without the consent of the other Party. Each Party shall inform the other prior to making a public announcement (e.g., a press release) of the relationship entered into (which the Parties will reasonably attempt to coordinate), and if reasonably objected to in terms of content it shall not be made.

12.4   Injunctive Relief. End User acknowledges that any material breach of Section 12 by the End User would cause

Company irreparable harm for which Company has no adequate remedies at law. Accordingly, the Company is entitled to specific performance or injunctive relief for any such breach.

12.5   Other Agreements Superseded. The terms of this Clause 12 are intended to supersede all prior Agreements, understandings and representations, written and oral, with respect to confidentiality and the nondisclosure of Confidential Information.

13.   **MISCELLANEOUS**

13.1   Amendment. No amendment to this Agreement or corresponding Order Form is effective unless made in writing and signed by authorized representatives of both Parties.

13.2   Waiver. No waiver shall be deemed effective under this Agreement unless in writing signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing among or between the Parties hereto, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13.3   Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.4   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall remain in full force and effect, and such holding shall not affect this Agreement or any provision hereof in any other jurisdiction. If any provision of this Agreement is so held to be illegal, invalid or unenforceable only in part or degree, that provision shall remain in full force and effect to the extent not held illegal, invalid or unenforceable.

13.5   Force Majeure. Except for payment obligations for services already rendered, non-performance by either Party of this Agreement shall be excused to the extent that performance is rendered impossible by a strike, acts of God, governmental acts or restrictions, failure of suppliers, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the non performing Party ("Force Majeure Event"). The time for performance of this Agreement shall be extended for a period equal to the duration of the Force Majeure Event.

13.6   Notices. All notices, demands, or consents required or to be given under this Agreement shall be made in the English language and shall be sent by (i) hand, (ii) electronic mail with receipt confirmation, (iii) registered or certified first-class mail, postage prepaid, or (iv) recognized international courier service (e.g. DHL, Federal Express or United Parcel Service), addressed to the Parties as per the details and addresses provided on the pricing documents in relation of this license executed by the Parties. Any notice, demand or consent shall be deemed to have been delivered as follows: (i) the earlier of the time of receipt or seven (7) days after mailing, (ii) if by recognized courier service, at the time of receipt of same; and (iii) if by facsimile confirmed by a letter sent by registered or certified mail or recognized courier service not later than one business day thereafter, the next business day after the time of sending the facsimile. Any address or facsimile number, for the purposes of above, may be changed by notice given in the manner provided for hereinabove.

13.7   Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, giving effect to conflict of laws principles. Jurisdiction and venue for any suit or proceeding arising under or in connection with this Agreement or the relationship of the Parties shall lie exclusively in the competent courts of Santa Clara County, California.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

END USER

Signature: _____

Name: _____

Title: _____

Cell: _____

Email: _____

Date Signed: _____

THE COMPANY

Signature: _____

Name: Naman Gupta

Title: SVP, Finance & Legal

Cell: +1 (650) 460-3249

Email: naman.g@safe.security

Date Signed: _____

EXHIBIT 1

As per the Order form applicable between the Company / Channel Partner and the End User

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EXHIBIT 2

Service Level Agreement for SAFE Platform Cloud Services ("SLA")

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1. Overview of the Support Service

This Annex describes the support for the SAFE Platform Cloud Services (the "Support Services").

These Support Services have three major components: Customer Operations, Service Delivery and Service Assurance, as further described below. The Company may provide supplemental services as described in an addendum to this SLA as maybe mutually agreed with the End User. For the avoidance of doubt, the SAFE Platform covered by this SLA comprises the SAFE cloud services located within a Company managed cloud location, and any SAFE On Premise Software deployments located on premise of the End User to support specific integrations, as required.

The Support Services described cover the licensed SAFE Platform tenants only. Capitalized terms as used in this SLA shall have the meanings as indicated below or defined elsewhere in this SLA and if not defined in this SLA, it shall have the meaning ascribed to in the Agreement to which this SLA is appended hereto.

Term	Definition
SAFE Platform	means the Company software running in the Company managed cloud environment, and the SAFE On Premise Software running on the End User infrastructure.
SAFE On Premise Software	means Company provided software that is installed on End User physical or virtual hosts within the End User network to integrate with supported third-party solutions in the End User network.
Business Hours / Business Days	means the hours or days of operation in the agreed service region managed by the Company for the selected service entitlement.
Error	means a situation where the SAFE Platform does not behave as the End User expected it to.
Incident	means an unplanned interruption to the SAFE Platform or a reduction in the quality of the SAFE Platform.
Request For Enhancement	means a request to modify or enhance the SAFE Platform.
Service Request	means a request for information, advice or access to the SAFE Platform
Update	means any changes to the software used in the SAFE Platform, including but not limited to error corrections, bug fixes and other minor enhancements. Unless specifically agreed, Updates shall not include any release, option or future product that Company licenses separately or that is not included under the applicable level of support.

Upgrade	means any changes to the software used in the SAFE Platform that includes major new features and functionality. New features may require additional licensing. Upgrades may also include Updates.

2. Customer Operations

End User is responsible for the day-to-day business operations and usage of the SAFE Platform. The business operation of the SAFE Platform includes tasks such as, but are not limited to, the creation and management of groups and risk scenarios, managing integrations and assets, managing 3rd parties, gathering and maintaining manual input to questionnaires, assessing likelihood and materiality changes etc.

The Support Service will provide support for the day-to-day business operations and usage of the SAFE Platform, along with the maintenance activities required to ensure SAFE Platform availability and deliver Updates and Upgrades. Any support and maintenance applicable to professional services or other deliverables will be mutually discussed and agreed upon between the parties in writing as part of the deliverable statement of work.

2.1 Service Management

2.1.1 Engagement Management

A customer success representative ("CSR") will be the point of contact for the End User throughout the Term. The CSR will coordinate business and roadmap reviews which will be scheduled at regular intervals as agreed by the Company and the End User. Status reporting will be provided if required. At product roadmap reviews, the Company will provide updates on roadmap features and their release. Notwithstanding the foregoing, the Company shall in no way be obligated to provide any new features discussed in such product roadmap review meetings.

Integration services that are required post deployment to implement new features or devices are not covered in the software license or in the Support Services described in this Annex.

Requests for enhancement will be reviewed by the Company. At the Company's discretion, these requests may be added to the product roadmap. In the case of new integrations, subject to End Users licensed SAFE Platform terms these can be implemented by the End User, or End User appointed third party using Company documented software interfaces and best practices. The Company reserves the right to limit support for the implementation of End Users or End User appointed third-party integrations.

Alternatively, new integrations can be implemented by Company professional services through an agreed statement of work and associated fees.

Where additional hardware is required End User is responsible for purchasing, installing, supporting and operating the hardware.

2.1.2 Service Reviews

In the ongoing SAFE Platform deployment, Company CSR and the End User shall conduct service review meetings or surveys at agreed-upon intervals, as well as on demand (by conference call) in case of the need for escalation following a particular Incident, in order to find ways of improving collaboration and quality of the Support Service. The service review participants should include both technical and managerial representatives from the Company and the End User.

3. Service Delivery

Company will handle platform definition, setup of appropriate architecture and tools, and application deployment in the cloud. Company will also provide maintenance, Updates, bug fixes, and new features to the solution, following a continuous delivery methodology. The deployment/enablement of new features not included as an Update may be subject to any applicable purchase conditions. Ongoing improvements are not limited to the core portions of the system but also include tools for monitoring and alarming.

Company will be responsible for the installation of all software related to the SAFE Platform in the cloud. The End User is responsible for the installation of all application software deployed on-premises at the End User location that is part of the SAFE Platform.

3.1 Tenant Hours of Operation

Company will operate the SAFE Platform during the agreed hours of operation. Outside of these operational hours, the Company may reduce or entirely cease providing the SAFE Platform. Service reduction may range from a decrease in scaling, to loss of major functionality, or, to complete Service Suspension *(defined below)*.

- **Production Tenant:** Hours of operation will be 24x7x365 unless a Service Suspension is in place.

3.2 Change and Release Management - Software Installation & Upgrades

The Support Services include a continuous delivery process that will give the End User access to the most recent Updates and Upgrades of software. Company will perform quality assurance testing on all major and minor product releases internally before providing them to the End User and will ensure that such releases do not remove critical functionality from the Service or degrade the performance of the Service. These regular product releases may consist of Upgrades and/or Updates. As part of the pipeline release process, the version of software used by End User must not be more than two releases behind the current release version.

Company will provide End User with at least 5 Business Days advance notice of any Upgrades or Updates that require service downtime. Upgrades or Updates that require service downtime will be performed during standard maintenance windows documented here: https://docs.safe.security/docs/support-and-maintenance.

3.3 SAFE On Premise Software Updates and Upgrades

Distribution and management of updates and upgrades to the SAFE On Premise Software are the responsibility of the End User. The End User will be responsible for ensuring that SAFE On Premise Software does not fall more than 2 releases behind the latest generally available version of the release software.

4. Service Assurance

The Support Services includes a dedicated service assurance function. The service assurance function monitors and detects issues with the Services and takes corrective action on an as-needed basis. In the event of an End User raised request, service assurance can be reached through the Service Desk where the request will be processed and resolved according to the End Users Support Services entitlement.

The service assurance function acts as the single point of contact for case management and resolution. The priority of service assurance is to maximize the SAFE Platform uptime. During an Incident, focus is initially on restoration of the SAFE Platform. Once the SAFE Platform is restored, root-cause analysis will take place when necessary and any longer-term corrective actions up to and including bug fixes will follow.

Issues related to the installation and running of SAFE On Premise Software should be assessed by the End User prior to escalation to Company. End User is responsible for the monitoring and management of End User infrastructure utilized by SAFE On Premise Software.

There are several main activities of the Service Assurance function. They are described in the sections below.

4.1 Service Desk

The End User may contact the Company regarding technical operations of the system via the Service Desk. The Service Desk can be reached via a web-based service portal for the following purposes including but not limited to:

- To request assistance with technical operations of the system

- To report an Incident related to the SAFE Platform

- To ascertain the status of a previously logged Incident

- To research or query issues regarding the Services in the Company knowledge base

- To discuss an action plan or escalate an Incident with the Company support manager

- To make Service Requests related to the SAFE Platform

- Suggest improvements to the SAFE Platform

All support activities must use English as the primary means of communication.

4.2 Incident Management

Service Assurance will be responsible for overseeing all activities related to Incidents opened by either Company or the End User. This includes Incident detection and recording, triaging Incidents to the appropriate Services components, engaging the appropriate engineering teams, communication of Incident status, and resolving the Incident.

Incident Priority

Priority defines the level of effort that will be expended by Company and the End User to resolve the Incident. Company Incident priorities are defined as follows:

Table 1: Incident Priority Level

Incident Priority	Incident Priority Definition	Examples
Priority 1	An Error that (a) renders the SAFE Platform completely inoperative or	• All users unable to successfully log in. • All SAFE Platform application pages do not load following successful login.

	(b)makes End User's use of material features of the Service impossible, with no alternative available.	- UI is severely degraded/unresponsive, for a significant period of time. - All enabled Risk Scenarios do not provide an output. - Assessment of all assets is not taking place on an on-going basis
Priority 2	An Error that (a) has a high impact to key portions of the Service or (b) seriously impairs End User's use of material function(s) of the Service and End User cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.	- Login page presents errors for multiple users. - Specific individual pages in the SAFE Platform do not render for all users or are severely degraded. - Assessment of assets is not taking place on an on-going basis increased by more than 20% and sustained for two or more days. - SAFE On Premise Software is down. - Safe Hook or API-based integration (excluding SaaS assets) is not syncing for all assets. - Multiple third-party/Outside-in assessments are not scanning.
Priority 3	An Error that has a medium-to-low impact on the Service, but End User can still access and use some functionality of the Service.	- Login page presents errors for under 10% of users. - Specific control within a page does not render. - Assessment of individual assets or a subset of assets is not taking place on an on-going basis. - SAFE On Premise Software is degraded. - Safe Hook or API-based integration is partially syncing. - Single third-party/Outside-in assessments not scanning. - Multiple suspected false positives in third Party/Outside-in assessments. - Some reports/notifications are not functioning. - UI returns an error when configuring SAFE Platform.

Priority 4	An Error that has low-to-no impact on End User's access to and use of the Service.	- Assessment of a single asset is not taking place on an on-going basis. - Not able to see the remediation steps for some controls. - Unable to apply any specific filter. - Single suspected false positive in third-party/Outside-in assessment.

The initial priority of an Incident will be determined by the Incident initiator based on the definitions and examples in Table 1. Incident priority may subsequently be amended by agreement between Company and the End User. If Company's Priority level designation is different from that assigned by End User, Company will promptly notify End User in advance of such designation. If End User notifies Company of a reasonable basis for disagreeing with Company's designated Priority level, the Parties will discuss in an effort to come to a mutual agreement. If disagreement remains after discussion, each Party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Priority level.

4.2.1 Incident Response

Based on the assigned priority, Company will provide the target response times specified in Table 2 according to the hours of coverage in the purchased entitlement (see sections 8 and 9). If Incidents are raised within the service desk there will be an automated response to the End User confirming the creation of the Incident that should be received within 5 minutes. Updates to Incidents will be recorded within the web-based service desk.

Table 2: Target Response Times

Incident Priority	Initial Update Response	Update Response
Priority 1	1 hour	4 hours, then every 4 hours
Priority 2	4 hours	4 hours, then every 8 hours
Priority 3	8 Business Hours	2 Business Days, then every week
Priority 4	8 Business Hours	5 Business Days, then every month

"**Initial Update Response**" means the time elapsed from the occurrence of an actionable Incident as indicated in Company's ticketing system until the time the service desk is updated post acknowledgment.

4.2.2 Target Restoration Times

Based on the assigned priority and according to the hours of coverage in the purchased entitlement (see sections 8 and 9), Company will provide the target service restoration times specified in Table 3.

Table 3: Target Service Restoration Times

Issue Type	Priority	Target Time to Restore
Incidents	Priority 1	4 hours
	Priority 2	24 hours
	Priority 3	Five Business Days
	Priority 4	As available

4.3 Service Requests

The Company will provide the facility for End User to submit service requests via Company's web-based service desk.

The Company will target to respond to all service requests within 8 Business Hours of the Service Request creation according to the hours of coverage in the purchased entitlement (see sections 8 and 9).

4.4 Requests For Enhancement

Company will provide the facility for End User to submit Requests for Enhancement via Company's Web Based Service Desk.

Company will target to acknowledge receipt of all Requests For Enhancement (RFE) within 3 Business Days of the RFE creation according to the hours of coverage in the purchased entitlement (see sections 8 and 9).

Any RFE will be assessed by the Company Product Management team, and if accepted, will be scheduled as part of the product roadmap.

4.5 Remote Support and VPN Requirements

The SAFE Platform includes components that are deployed on End User managed infrastructure. This includes SAFE On Premise Software. Company will provide remote support for this software using remote access as provided by the End User. This may include desktop sharing/remote meetings or VPN.

The End User is responsible for providing any VPN access interface and ensuring that End User hosted components can be accessed.

4.6 Monitoring and Logging

Company's 24 x 7 x 365 monitoring capability is directly integrated into the SAFE Platform. It receives a continuous stream of information that is monitored and analyzed by the service assurance function with the goal of reacting to events and resolving Incidents before SAFE Platform users are impacted. This monitoring capability includes availability and capacity management. Company continuously looks at system performance and will adjust the system as necessary and/or provide insight as to necessary system expansion requirements.

Company reserves the right to collect usage information for performance and service management in order to meet agreed SAFE Platform availability targets.

4.7 Reporting Capabilities

Company will provide KPI/metrics reports to the End User. These typically cover performance and usage metrics. These reports will be delivered on a monthly schedule or can be provided on-demand to a distribution list specified by the End User. A sample list of KPIs and metrics is provided in Table **4** below. Some KPIs will be used to calculate the Availability of the Services, as further discussed in Section 5.

Note that these KPIs are examples. The actual KPIs that will be provided are dependent upon the SAFE Platform selected and not all of the following KPIs are applicable to all installations.

Table 4: Reported Key Performance Indicators (KPIs)

KPI Name	Description
Service Availability	The availability of the service to the End User as reported on a monthly basis
Incident SLA Compliance	The number of Incidents raised and their compliance to the target response and restoration times.
Service Requests	The number of Service Requests raised and their compliance to the target response and restoration times.

- All KPIs are reported on a monthly basis unless otherwise agreed with End User.
  a. Data is generally collected continuously.

5. Target Service Availability

Company provides a Target Service Availability of 99.9% uptime for the cloud-hosted SaaS SAFE Platform. Availability is based on the ability of the End User to successfully log into the SAFE Platform portal using valid credentials and view their Company dashboard.

Availability will be calculated and reported on a monthly basis based on a 1-minute polling interval. The availability will be calculated as follows:

(Service Time In Minutes - Service Downtime In Minutes) x 100% Service Time In Minutes

Exceptions to Target Service Availability: End User acknowledges that Target Service Availability shall not be measured when and to the extent access to and use of the SAFE Platform has been suspended partially or totally due to the occurrence of any of the events listed below, individually or collectively referred to as 'Service Suspension(s)':

a) General Internet problems, force majeure events, or other factors outside of Company's reasonable control; or

b) for scheduled downtime to permit Company to conduct maintenance/emergency maintenance or make modifications to the SAFE Platform as described herein in this Annex; or

c) in the event that Company receives a non-appealable order of any court of competent jurisdiction that any SAFE Platform is prohibited by any applicable law or regulatory requirement; or

d) in the event of a significant denial of service attack or other security attack (i) that is commonly known as being SYN floods, ACK floods, UDP floods, Reflection attacks or HTTP slow reads and (ii) that Company determines may create a risk to the applicable SAFE Platform, to the End User or to any of other Company's customers if the SAFE Platform were not suspended and (iii) to the extent of 2 days of

service suspension maximum. (For the avoidance of doubt, Company shall not be held responsible for any attack on End User's managed infrastructure that affects the SAFE Platform or its availability); or

e) Any issue, fault or unavailability of any software, services, technology, or equipment not owned or controlled by Company (e.g. software, services, technology, or equipment owned or controlled by End User or a third party.

Company will use all commercially reasonable efforts to restore the SAFE Platform to End User as soon as is reasonably practicable following any Service Suspensions.

6. Exceptions

The Support Services and the Service Levels shall not include the correction of any Incident due to:

a. End User's neglect or misuse of the SAFE Platform or its failure to operate the SAFE Platform for the purposes for which the platform was designed;

b. Any accident, disaster, or other force majeure cause affecting the SAFE Platform including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary;

c. Malicious activity outside of the SAFE Platform which results in the SAFE Platform being made unavailable and which Company could not reasonably have been expected to prevent;

d. End User's failure, inability, or refusal to afford Company's personnel access to the Services;

e. Any fault or unavailability of any third-party equipment, software or services owned, managed or controlled by End User and working in conjunction with the SAFE Platform (whether or not supplied by Company or forming part of the Services).

Any out of scope Support Services requested by the End User may be provided to the End User via a written SOW at an agreed rate/fee. Such services will be exempt from the agreed service levels outlined in this agreement.

7. Additional Obligations of End User

In addition to any obligations noted previously, End User shall also, if applicable:

a. Maintain the location/s where any on-premise component/s of the SAFE Platform are installed in a manner consistent with the specific site requirements identified during delivery of the Services and generally provide a suitable environment for the operation and maintenance of the Services, cables and fittings associated therewith and the electricity supply at the location(s). To this end, End User shall observe such reasonable directions with respect to the operating environment of the Services as Company may specify from time to time provided any such new directions given by Company after the date of this Agreement do not create any material financial or operational burden on End User

b. Provide Company with all reasonable cooperation to facilitate Company's efficient discharge of its obligations under these Support Services. In particular, but without limitation, provide accurate information on End User's hardware and software environment, networking information and similar information required to provide the SAFE Platform, notify Company of any change to such system environment likely to have an impact on the SAFE Platform before the implementation of such changes, make available End User owned spares, and any other matters arising that Company reasonably considers pertinent to its provision of the Support Services from time to time.

c. Take all reasonable precautions to safeguard the health and safety of Company staff and subcontractors while working with the Services or any other equipment, which belongs to End User or is located at any

of the End User location(s). These precautions will be in line with End User's obligations to its own employees.

d. Keep and operate the Services in a proper and prudent manner in accordance with Company's operating instructions and ensure that only competent trained employees are allowed to operate the Services. Such operations include the day-to-day exercising of the system APIs, either via automated interfaces or supplied user interfaces, in order to modify the system data to effect changes based on business requirements. Examples of this would include adding new users, reviewing risk scenarios, adding new integrations etc.

e. Implement and maintain appropriate security measures and policies for the End User's network and its interface with the SAFE Platform components, including data-security for the network. End User shall maintain and implement strong passwords and MFA for accessing SAFE Platform infrastructure and the associated support portal and shall protect against unauthorized third-party access to any user IDs and passwords assigned for the use of the SAFE Platform. End User shall immediately modify the same if an unauthorised third party may have become aware thereof. End User shall ensure the access authorization may be used only by that to whom it was assigned. Company shall not be liable if a third party uses or abuses the SAFE Platform with a user ID assigned to the End User.

f. Ensure any necessary support agreements are in place for third-party infrastructure and services (not included as part of the Services).

g. Be responsible for the renewal of third-party support contracts on-going for infrastructure, software, or services owned or controlled by End User and working in conjunction with the SAFE Platform.

h. Provide remote access (VPN) to the Services for Company personnel where agreed.

i. Reasonably ensure that only Company-trained personnel, or persons working under their direct supervision, shall be responsible for diagnosing Incidents.

8. Standard Support Entitlement

The following are included as part of the standard support entitlement:

8.1 Hours of Coverage

Table 5 shows the hours of coverage for the standard support entitlement.

Table 5: Hours of Coverage

Coverage	Excluded Holidays
9AM-9PM EST Mon-Fri	Recognized US Holidays

9. Premium Support Entitlement

The following are included as part of the premium support entitlement:

9.1 Hours of Coverage

Table 6 shows the hours of coverage for the premium support entitlement.

Table 6: Hours of Coverage

Company Service Region	Priority 1 & 2 Incidents	Priority 3 & 4 Incidents and All Service Requests	Excluded Holidays
Asia Pacific	24x7x365	6 AM - 6 PM AEDT Mon-Fri	Recognized APAC Holidays
EMEA	24x7x365	6 AM - 6 PM CET Mon-Fri	Recognized EMEA Bank Holidays
North America	24x7x365	9 AM - 9 PM ET Mon-Fri	Recognized U.S. Federal Holidays

9.2 **Final Fix**

Based on the assigned priority, Company will provide final fixes for P1 and P2 Incidents within the timeframes described in Table 7

Table 7: Final Fix Times

Issue Type	Priority	Provision of Final Fix
Incidents	Priority 1	30 days from date of report
	Priority 2	60 days from date of report
	Priority 3	N/A
	Priority 4	N/A

9.3 **Escalation**

Company provides the ability for the End User to escalate issues. The following escalation contacts are available:

Table 8: Escalation Contacts

Escalation Level	Contact	Timeframe
L1	Technical Support Escalation Oliver Moore, Vice President – Technical Operations and Field Engineering, oliver.m@safe.security, +44 773 628 5488	- P1 Incidents - 24x7 - T0+12H - P2 Incidents - 24x7 - T0+24H - All Others – T0+48H (8x5 09:00 - 17:00 UTC)
L2	Tushar Bansal, Chief Customer Officer, tushar.b@safe.security, +1-4129444667	- P1 Incidents - 24x7 - T0+24H - P2 Incidents - 24x7 - T0+48H - All Others - T0+96H (8x5 14:00 - 22:00 UTC)

9.4 **Service Level Credits**

If the SAFE Platform fails to meet the Target Service Availability level or Service Response/Restoration targets in a given month ("Service Level Failure"), then as End User's sole and exclusive remedy, End User shall receive the applicable number of SAFE Platform credits set forth in Table **9** below ("Service Level Credits"). At the End User's request, the Company will apply a credit (identified in the table below) to End User's account which can be applied toward future purchases. End User may request a Credit in writing to their assigned Company representative, or by raising a support ticket on the Company service desk. Requests for credit must be received within 30 days of the month end in which the credit criteria were met. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

Table 9 Service Level Credit Calculation

Credit Criteria	Service Level Credit
Service Availability under 99.9% but greater than or equal to 99.0% or Failure to meet 2 restoration or final fix targets in a calendar month.	5% of SAFE Platform monthly license fee
Service Availability under 99.0% but greater than or equal to 95.0% or Failure to meet 3 restoration or final fix targets in a calendar month.	10% of SAFE Platform monthly license fee
Service Availability under 95.0% or Failure to meet more than 3 restoration or final fix targets in a calendar month.	15% of SAFE Platform monthly license fee

For annual contracts, the monthly license fee is calculated as the license fee divided by the duration in months of the current Agreement.

End User will not be entitled to a service credit if it is in breach of its Agreement with Company, including payment obligations.

9.5 **Quarterly Health Check**

Company will conduct a quarterly technical health check of the End User's SAFE Platform environment(s) to ensure continued operational excellence; a report will be provided to the End User that outlines the results. This will include information as described in section 4.7. In addition, Company will provide technical insight into the platform's health such as:

- Integration health report highlighting signal ingestion rates, observed errors and suggested improvements
- Technology insight including
    - Number of assets under assessment
    - Outside-in scans review

- Active and inactive users

- Group and Risk scenario statistics

9.6   Staging System

At End User request, Company will provide access to a staging SAFE Platform for the End Users dedicated usage. The staging system will be made available in the same region as the End Users production SAFE Platform. The staging SAFE Platform is intended to allow End Users to perform activities such as integration testing, training exercises and development activities. It is not intended to support production level scale testing or other similar high load activities.

Company reserves the right to manage or constrain the staging SAFE Platform performance according to its business needs.

All Incidents and Service Requests related to the staging SAFE Platform will be categorised as priority 3 or lower, using the coverage as defined in section 9.1.

The staging SAFE Platform will be excluded from any availability targets (section 5), service credits (section 9.4).

The staging SAFE Platform will be automatically removed if there have been no End User log-ins during the last 60 days, and all data erased. End User may subsequently request a new staging SAFE Platform as required.