

EULA for CyberOne AWS

CyberOne Security, Inc. Software License Agreement

THIS CYBERONE SECURITY, INC. (CYBERONE) SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) GOVERNS THE LICENSING, INSTALLATION AND USE OF CYBERONE SOFTWARE. BY DOWNLOADING AND/OR INSTALLING CYBERONE SOFTWARE: (a) you are indicating that you have read and understand this Agreement, and agree to be legally bound by it on behalf of the company, GOVERNMENT, or other entity for which you are acting (for example, as an employee OR GOVERNMENT OFFICIAL) or, if there is no company, GOVERNMENT or other entity for which you are acting on behalf of yourself as an individual; and (b) you represent and warrant that you have the authority to act on behalf of and bind SUCH company, GOVERNMENT OR OTHER ENTITY (if any).

WITHOUT LIMITING THE FOREGOING, YOU (AND YOUR ENTITY, IF ANY) ACKNOWLEDGE THAT BY SUBMITTING AN ORDER FOR THE CYBERONE SOFTWARE, YOU (AND YOUR ENTITY (IF ANY)) HAVE AGREED TO BE BOUND BY THIS AGREEMENT.

As used in this Agreement, “CyberOne,” refers to CyberOne Security, Inc., a Delaware corporation, with its principal place of business at 718 Long Bridge Street, #503, San Francisco, California 94158, U.S.A.; and “Customer” refers to the company, government, or other entity on whose behalf you have entered into this Agreement or, if there is no such entity, you as an individual.

This Agreement was last updated on November 10, 2019. This Agreement is effective between Licensee and CyberOne as of the date Licensee accepts this Agreement (the “Effective Date”).

1. ACCESS TO AND USE OF APP

1.1. Access and Scope of Use. Subject to the terms and conditions of this Agreement and Customer’s payment of the Fees when due, CyberOne agrees to grant to Customer and its Users the right to use the App. Customer acknowledges that the use of the App permitted hereunder is strictly limited to Customer’s internal business purposes and that level of workflows and roles paid for by Customer as specified in Exhibit A. Customer agrees that it shall not provide access to the App to any third party nor will it use the App for the benefit of any third party (whether on a service bureau or other outsourced basis) unless registered with CyberOne. If any access credentials are provided to Customer or any of its Users, the Customer is responsible for ensuring the security and confidentiality of all such credentials, and the Customer shall be liable for all actions taken under or with such credentials. Customer acknowledges that its access to the App is through the AWS Marketplace or other platform or portal (collectively, including as such may be rebranded from time to time, the “**Portal**”) made available by Amazon Web Services, Inc. and/or its affiliates (“**AWS**”). Accordingly, Customer may be subject to certain agreements and other requirements between Customer and AWS governing Customer’s access to the App and other related matters (the “**AWS Agreements**”). All such AWS Agreements are

strictly between AWS and CyberOne, CyberOne is not an Affiliate of AWS or otherwise liable for any damages incurred by Customer as a result of or in any way arising from the App, the AWS Agreements, or otherwise caused by AWS in any manner.

2. Fees and expenses

2.1. **Fees.** Customer agrees to pay to CyberOne all the fees applicable to Customer's use of the App or purchase of the Services as agreed upon by Customer, including, without limitation, those fees specified in the applicable services order (collectively, the "**Fees**"). Fees for the App will be due when first registering for the App or, if CyberOne invoices Customer for such Fees, within thirty (30) days of the date of invoice. Fees for Services will be invoiced according to the schedule included in the applicable SOW. Customer agrees to pay a late payment fee of 1.5% per month (or the highest rate permitted by applicable law) of any amounts that are overdue. Additionally, Customer agrees to pay CyberOne's costs of collection, including reasonable attorneys' fees, for all amounts that are not paid on or before the applicable due date. CyberOne shall have the right to apply all payments received from Customer to any amounts due and payable by Customer to CyberOne under the terms of this Agreement. If any portion of the Fees are not paid in advance, CyberOne may increase those Fees provided that Customer may elect to terminate the Agreement if it disagrees with such increase by notifying CyberOne of such no later than 15 days after receiving notice thereof (including email notice or postings on the applicable website or through the App).

2.2. **Out-of-Pocket Expenses.** In addition to the Fees applicable for any Services hereunder, Customer agrees to reimburse CyberOne for the out-of-pocket expenses incurred by CyberOne or its employees in the performance of the Professional Services, including all travel and related expenses. Travel time, if required, will be charged at CyberOne's standard hourly rate. If the Services include any training, Customer shall bear all expenses associated with its Users' attendance at CyberOne's training sessions. CyberOne shall submit invoices to Customer on a monthly basis for out-of-pocket expenses incurred during the preceding month. All invoices shall be payable pursuant to Section 6.1.

2.3. **Taxes.** Unless otherwise stated, the Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes related to Customer's access to and/or use of the App, its receipt of Services, its payment of the Fees, or arising out of or in connection with this Agreement, other than taxes based upon CyberOne's income. If CyberOne has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides CyberOne with a valid tax exemption certificate authorized by the appropriate taxing authority.