Terms of Service Agreement

These Terms of Service Agreement ("Terms") form a contract between

(1) RST Cloud Pty Ltd, ABN: 23672443202, Address: 60 Martin Place, Sydney NSW 2000, Australia ("**RST Cloud**"), and

(2) the company or other legal entity accepting these Terms ("Customer").

that governs the Customer's access to and use of the cloud solution ("Service") provided by RST Cloud for sharing and downloading of indicators of compromise and other threat intelligence data ("Content"). RST Cloud does not process any Customer's personal data when using the Service. These Terms apply equally to any software that is used to provide the Service or made available to the Customer in order to facilitate the Service ("Software").

1. ACCESS TO THE SERVICE

The Customer may use the Service only for business purposes and only within the range of the Customer's normal business activities, on a non-exclusive basis, solely in strict compliance with these Terms, the documentation that accompanies the Service (https://www.rstcloud.com/api-docs/, the "Documentation"), and all applicable laws, including without limitation, data privacy laws and regulations applicable to the Customer. No user accounts are created to use the service. RST Cloud provides an API key to the Customer to enable them to connect and download Content. The API key shall be kept confidential. The Customer, or any person given access to the Service by the Customer, shall not authorize any third party to access or use the Service, unless and to the extent RST Cloud has provided mechanisms within the Service that clearly allows such use. RST Cloud will not be liable for any loss or damage arising from any unauthorized use of personal user accounts. The Customer is responsible for informing anyone who uses the Service for or on behalf of the Customer of the above obligations. The Customer is obligated to notify RST Cloud immediately of any known or suspected unauthorized use of the Service.

2. PRIMARY CONTACTS

The Customer nominates a person as a Primary Contact and provides their email. API keys are to be sent to this email only. The Customer can nominate more than one person if needed.

3. CUSTOMER CONTENT

The Customer may share indicators with RST Cloud via API and submit indicators that appear to be false positives from the Customer's perspective. Once an indicator is shared, RST Cloud claims ownership of Content that is transmitted, stored, created, or processed through by the Customer. RST Cloud verifies if the submitted data is to be used by the service or to be deleted immediately after the internal checks are finished.

The Customer hereby grants RST Cloud and our contractors a worldwide, royalty-free, irrevocable and transferable license to use, edit, host, store, reproduce, modify, create derivative works of, communicate, publish, publicly perform, publicly display, distribute, and sell such Content or data posted on the Service to the extent necessary to provide the Service or to comply with any request of a governmental or regulatory body as required by law.

The Customer further represents and warrants that it has all necessary rights to the Content and that the transmission, storage, or use of such Content in connection with the Service does not violate any applicable law or these Terms.

4. DATA PROTECTION AND PRIVACY

The Service is not designed or intended for the collection, storage, or processing of personal data (personally identifiable information) within the meaning of applicable data protection laws. The Parties acknowledge that the purpose of the Service is limited to the transmission and processing of technical data strictly necessary for the functioning of the Service.

Such technical data may include, without limitation:

- Network identifiers (e.g., IP addresses);
- Domain names and URLs (which may, in rare cases, incidentally contain personal identifiers).

The Parties agree that this information is considered technical, non-personal data, processed solely to enable and ensure the provision, security, and performance of the Service. The Service Provider does not seek to and will not intentionally collect or process data that directly identifies individual natural persons.

Any personal data that is transmitted to the Service, whether intentionally or inadvertently, shall be promptly deleted and shall not be stored, processed, or used for any purpose accept technical identification of cyber threats.

The General Privacy Policy is available on our website (https://www.rstcloud.com/privacy-policy/) and may also be provided upon request by contacting us at privacy@rstcloud.net.

For consumers in the European Economic Area (EEA): By accepting these Terms of Service ("TOS"), you may choose to rely on the Standard Contractual Clauses, which are incorporated herein by reference and may be accessed via the Privacy Policy (https://www.rstcloud.com/privacy-policy/) or obtained upon request by privacy@rstcloud.net, with respect to the protection of EEA personal data.

4. TECHNICAL SUPPORT

The Service includes access to Technical Support via email at support@rstcloud.net. Technical Support is available only to Primary Contacts (see Section 2). Technical Support shall use reasonable efforts to respond to all support requests as soon as possible. The Customer is responsible for channelling support requests as described in this provision, and for escalating any support incidents to RST Cloud through the primary contact person (see Section 2). RST Cloud shall not be responsible for handling any support requests submitted to RST Cloud by other persons than the primary contact person.

5. SERVICE AVAILABILITY

RST Cloud makes no guarantees as to the availability or uptime of the Service but will at all times use reasonable efforts to maintain the performance, stability, and uptime of the Service. RST Cloud will use all commercially reasonable efforts to provide the Customer with access to the resources of the Service necessary for the operation within 24 hours a day, 365 days a year. RST Cloud will notify in advance about the planned unavailability of resources in connection with their maintenance by publishing this information using the company's public Internet resources or sending this information to the primary contacts.

6. FAIR USE POLICY

RST Cloud does not charge separately for network traffic costs incurred as a result of using the Service and assigns the API key with a quota that allows accessing the Service but avoids impact on the API in case of too excessive usage of it.

We reserve the right to suspend the Service should network traffic exceeds fair use for the quota defined above. API will return an error indicating that the quota is reached.

The next period the quota is reset, and API becomes available with the same limit. RST Cloud can offer an upgrade of the Customer's subscription to increase the quota.

7. ACCEPTABLE USE POLICY ('AUP')

This provision ("AUP") sets out the rules governing the Customer's use of the Service. If RST Cloud suspects that the Customer is in breach of this AUP, RST Cloud may suspend the Customer's access to the Service without notice. The suspension caused by the Customer's non-compliance with this AUP or other provisions set out in these Terms does not affect the Customer's obligation to pay for the Service. The Customer is not entitled to any credits for any period of suspension. The Customer shall not use the Service to harm others or the Service. For example, the Customer shall not use the Service to harm, threaten, or harass another person, organization, or RST Cloud. You may not use the Service to attempt to build a competing service, website, or product that replicates or substantially duplicates the core features or functions of the Service, unless you have obtained prior written approval from RST Cloud. For clarity, nothing in this section restricts the Customer from lawfully using the APIs in its own products, services, or applications in accordance with these Terms.

In addition, the Customer shall not, and shall not assist or encourage any third party to:

- Use the Service in any manner or for any purpose other than as expressly permitted by these Terms.
- Access or use the Service in any way intended to improperly avoid incurring fees or exceeding user limits or quotas.
- Share API keys to access or use the Software or the Service.
- Use the Service to engage in any unlawful or fraudulent activity.
- Use the Service in connection with or operation of facilities, systems, devices, or in other situations in which the failure of the Service could lead to death, personal injury, or physical property and/or environmental damage.
- Sell, lend, rent, resell, lease, sublicense, or otherwise transfer any of the rights granted to the Customer with respect to the Service to any third party.
- Modify, alter, tamper with, repair or otherwise create derivative works of the Service or any Software that accompanies the Service.
- Use any unauthorized means to modify, reroute, or gain access to the Service or attempt to carry out these activities.
- Damage, disable, or impair the Service (or any network connected to the Service).
- Reverse engineer, disassemble, or decompile the Software used to access the Service.

- Access or attempt to access RST Cloud's other accounts, computer systems, or networks not covered by the Terms.
- Cause inordinate burden on the Service or RST Cloud's system resources or capacity.
- Remove, obscure, or alter any proprietary rights notices pertaining to the Service RST Cloud reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit RST Cloud's response to a future complaint.

8. UPDATES TO THE SERVICE

RST Cloud reserves the right, at its sole discretion, to make necessary unscheduled deployments of changes, updates, or enhancements to the Service at any time. RST Cloud may add or remove functionality or features and suspend or stop a Service. If RST Cloud at any time plans to undertake a larger system update that causes downtime of more than 1 hour, we will notify affected customers in advance.

9. SOFTWARE

If you receive Software from RST Cloud, its use is governed by the End User License Agreement (https://www.rstcloud.com/eula/). Any Software is licensed, not sold. The Customer is granted a non-exclusive, non-sublicensable and revocable license to reproduce and use the Software in such quantities and at such locations as strictly necessary to support the Customer's use of the Service in accordance with these Terms and any applicable Order Form. The Customer is not entitled to use the Software in any manner or for any purpose not directly related to the Customer's use of or access to the Service. Unless RST Cloud notifies you otherwise, the Software license ends when the Customer's Service ends. The Customer shall promptly uninstall the Software after the end of the Service. The Customer shall not:

- attempt to bypass any technical limitations in the Software;
- modify, create derivative works from or redistribute the Software in any way;
- reverse engineer (except if and to the extent permitted by law), decompile, disassemble, or otherwise attempt to derive the source code related to the Software.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to the Service, Software and Documentation, including without limitation to user interfaces, logos, trademarks, product or service names, belong solely to RST Cloud or RST Cloud's licensors, as the case may be. This contract and the provision of the Service to you does not grant you any rights in or to the Service, Software or Documentation, except to the extent that these Terms explicitly set forth.

If the Customer integrates the Service or APIs into its products, services, or applications, the Customer shall clearly indicate that such integration is powered by or uses RST Cloud's APIs, in accordance with RST Cloud's reasonable attribution guidelines as provided from time to time. Such attribution shall not be deemed a breach of confidentiality under Section 11.

11. CONFIDENTIALITY

Each party ("Receiving Party") may have access to information that is confidential or proprietary to the other party ("Disclosing Party") in connection with the Service ("Confidential Information"). The Receiving Party shall treat all Confidential Information as confidential and shall not disclose it to any third party without the prior written consent of the Disclosing Party, except as otherwise permitted in these Terms.

The confidentiality obligations set out in this provision shall not prevent disclosure of information if the Receiving Party is obligated by law to disclose it, provided that the Disclosing Party is, if legally permissible, notified prior to such disclosure. Information shall not be considered Confidential Information to the extent that: (i) it was already known to the Receiving Party without a duty of confidentiality; (ii) it becomes publicly available through no breach of this Agreement; or (iii) in the case of the Customer, the Customer discloses the fact that it uses the Service.

Each party undertakes to take all necessary precautions to prevent unauthorized persons from gaining access to, or knowledge of, Confidential Information. The confidentiality obligation shall apply to each party's employees, subcontractors, and other third parties who act on its behalf. These obligations shall continue after the expiry or termination of the customer relationship.

12. DISCLAIMERS

RST Cloud provides the service "as-is" and "as available". RST Cloud makes no representations or warranties of any kind, and all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or

condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage or trade practice are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by RST Cloud, its suppliers and licensors.

The Services may contain links to third-party websites or resources. They may also contain comments and/or posts with non-anchored linked URLs. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by RST Cloud of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Please note that user comments on URLs and files may contain URLs/links leading to malware.

13. INDEMNIFICATION

The Customer shall defend and indemnify RST Cloud against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content, or the Customer's use of the Service in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of RST Cloud's actions); or (b) violates applicable law. RST Cloud shall defend and indemnify the Customer from any claim that the Service as such infringes the intellectual property rights of a third party. If such a claim is set forth, RST Cloud shall have the option, in RST Cloud's discretion, to either settle the claim immediately, procure for the Customer the right to continue using the Service without interruption, or replace the allegedly infringing part of the Service with a non-infringing component of substantially equivalent functionality. The Customer is obligated to notify RST Cloud if the Customer receives a claim or demand that is subject to RST Cloud's indemnification obligation, and RST Cloud shall have the same obligation towards the Customer.

14. TERMINATION

RST Cloud may terminate the contract with immediate effect if the Customer is in material breach of these Terms or any other terms and conditions applicable to the use of the Service. If the contract is terminated for breach, you are not entitled to any

reimbursements. RST Cloud may terminate the contract for convenience by 30 days' written notice to the Customer.

In addition, RST Cloud has the right to terminate the contract if the Customer's API key(s) remain inactive for a continuous period of three (3) months, unless the Customer and RST Cloud agree otherwise in writing. For the purposes of this clause, "inactive" means that no API calls have been made using the Customer's API key(s) during that period.

15. LIMITATION OF LIABILITY

Notwithstanding anything else in these terms of service to the contrary, the aggregated maximum liability in relation to the services of RST Cloud, its affiliates, officers, employees, agents, suppliers and licensors collectively, to customer or any other person or entity using the Service, whether in contract, tort (including negligence), breach of warranty or otherwise, shall be limited to an amount equal to three (3) months of service fees preceding the event giving rise to the claim. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will RST Cloud or its suppliers be liable for any lost revenue, profit, or lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages however caused and regardless of the theory of liability or whether arising out of the use of or inability to use software or otherwise and even if RST Cloud or its suppliers or licensors have been advised of the possibility of such damages.

16. ASSIGNMENT AND TRANSFER

Neither party may transfer or assign its rights and obligations under this contract without the other party's prior written consent, which shall not be unreasonably withheld. The same shall apply if a party is demerged into several companies or in case of assignment to a subsidiary or another company within the same group, but not if a party is merged with another company.

17. TAXES

Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Customer. RST Cloud may charge and

Customer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("Taxes").

18. GOVERNING LAWS; DISPUTES

These Terms shall be governed by and interpreted in accordance with the laws of New South Wales, Australia. In case of a dispute between the parties which cannot be solved by negotiations, either party shall be entitled to have such dispute finally decided by the courts of that State. Nevertheless, RST Cloud has the right to instigate legal proceedings in the country where you have your place of residence or perform business activities.