Terra Security Terms and Conditions

Last Revised: October 5, 2026

Terra Security Inc. and its affiliates ("**Terra**", "**our**", "**we**" or "**us**") offer AI-powered offensive security solutions designed to analyze organizations' ongoing cyber threats and vulnerabilities as well as penetration test services. The Platform and the Penetration Testing Services (each as defined below) and our website available at https://www.terra.security/, except if specifically otherwise designated, shall be referred to collectively herein as the "**Services**".

These terms ("**Terms**") together with the Order Form (as defined below) form a legal agreement ("**Agreement**") between Terra and the entity listed on the Order Form signed by the parties ("**Customer**", "**you**", "**your**"). By signing the Order Form, connecting to, accessing, or using our Services, you acknowledge that you have read and understood these Terms, along with any other terms and policies referenced herein. Customer agrees to be bound by the Agreement and to comply with all laws and regulations that apply to Customer's use of our Services, and agrees that this Agreement constitutes a binding and enforceable legal contract between Terra and Customer. In the event that there is any conflict between the provisions of the Order Form and these Terms, the provisions of the Order Form shall take precedence.

ATTENTION - PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OUR SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICES IN ANY MANNER.

CUSTOMER (AND ANY AUTHORIZED USER ON ITS BEHALF) HEREBY REPRESENTS, AGREES AND ACKNOWLEDGES THAT (I) THE AUTHORIZED USER HAS BEEN DESIGNATED BY THE CUSTOMER AND HAS FULL LEGAL AUTHORITY TO USE AND REGISTER TO THE SERVICES AND BIND THE CUSTOMER TO THIS AGREEMENT; AND (II) THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND TERRA.

CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT THE AUTHORIZED USER'S ACCESS AND USE OF THE SERVICES ARE PERFORMED UNDER CUSTOMER'S AUTHORIZATION AND SHALL INURE TO THE BENEFIT OR LIABILITY OF THE CUSTOMER.

1. The Services

1.1. Terra Services. Terra offers Customers an AI-powered offensive security solution that may be provided through one or more of the following, as specified in an applicable Order Form:

(i) **Terra Platform.** Terra offers access to and use of its proprietary offensive security platform, including its software, AI agents, orchestration and control systems, execution components, interfaces, APIs, and related functionality, which may be operated by Terra, the Customer, or authorized third parties in accordance with these Terms and the applicable Order Form (the "**Terra Platform**"); and

(ii) **Penetration Testing Services**. Terra may perform or enable the performance of penetration testing services, which simulate real-world adversarial techniques against the Targets (as defined below) using the Terra Platform, including execution by AI agents, human operators, or a combination thereof, in accordance with the

scope and mode of operation specified in the applicable Order Form ("**Penetration Testing Services**").

(iii) **Terra Offensive Research Collaboration Hub**. As part of the Terra Platform, Terra offers access to a controlled execution component that enables the authorized performance of invasive or exploitative security testing actions by AI agents and human operators, subject to applicable permissions, guardrails, and the applicable mode of operation (the **"Terra Offensive Research Collaboration Hub",** or "**TORCH**"). Use of TORCH may be performed by Terra, the Customer, or an authorized third-party service provider, as specified in the applicable Order Form. If Customer purchases access to TORCH under an Order Form, the additional terms set forth in Schedule I shall apply.

(iv) **Professional and Managed Services.** Where specified in an Order Form, Terra may provide professional, managed, operational, or support services in connection with the Terra Platform, including configuration, execution, analysis, reporting, advisory services, and related activities.

The Terra Platform TORCH shall collectively be referred to as the "**Platform**".

1.2. Right to use the Services. Subject to Customer's compliance with the Agreement, Terra grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Platform(s). It is hereby clarified that: (i) the foregoing right to use is subject to the specific product offering, usage limits and volumes detailed in the Order Form, and Customer shall not use any means intended to exceed or circumvent such limits; (ii) the right to use granted herein does not grant Customer with any direct access to, or use permissions of, Terra's software code, configuration, algorithms, or other underlying technology and Customer shall not access and/or use them nor attempt to do so; and (iii) Customer's use of the Services must comply with applicable laws and technical documentation provided by Terra, as may be modified by us from time to time ("**Documentation**"). Except as stated above, no other rights in the Services are granted.

1.3. Authorization to Perform the Services. In order to provide Customer with the Services, Customer hereby grants Terra and any third party consultant acting on its behalf access to the systems, networks, software, applications, products, solutions, codes, assets, domains, IP addresses and other resources that Customer designates, requests or otherwise authorizes Terra to access, scan, test or attempt to attack as per the Order Form, together with any other resources necessary for the performance of the Services under this Agreement and the applicable Order Form (collectively, the "**Targets**"), and shall provide Terra with all credentials, permissions and access rights needed to perform the Services. Customer acknowledges and confirms that the Penetration Testing Services include penetration attempts into the Targets, all as necessary strictly to provide the Services. Customer represents and warrants that, with respect to any and all Targets, Customer either (i) owns such Targets, or (ii) has obtained, and will maintain for the duration of the applicable testing, all licenses, consents, authorizations and approvals required from the owner or operator of such Targets to permit Terra and any third party consultant acting on its behalf to perform the Services on such Targets. Customer shall not designate or request testing of any Target for which it does not hold such ownership or authorization. Terra shall be liable for any act or omission of any third party acting on its behalf.

1.4. The Penetration Testing Services. Under the Penetration Testing Services, Terra performs a simulated cyberattack on systems, networks, or applications designated by Customer to identify vulnerabilities, and provides a written report in English detailing such vulnerabilities and applicable risk levels ("**Report**"). The Report shall be solely owned by Customer and would be considered as Customer's Confidential Information. The Customer agrees not to make any changes, modifications, or alterations to the Report or any other official document provided by Terra. Any Report issued by Terra shall be considered final and authoritative version, and unauthorized alterations are strictly prohibited. Unless otherwise explicitly suggested or made available by Terra through the Services, any additional explanations and remediation plans for fixing the vulnerabilities detected in the Penetration Testing Services are outside the scope of the Services provided hereunder. Customer is solely responsible for remediating any vulnerabilities detected and indicated in findings, at its discretion. If necessary, retests will be performed only with pursuant to a written confirmation that indicates all vulnerabilities were fixed.

2. Terra Account

2.1. Account Registration. In order to use the Services, Terra will set up a designated account for Customer. The Customer's authorized users of the Services ("**Authorized Users**") must register through the Services on Customer's behalf (the "**Terra Account**"). To finalize your Terra Account registration, we may require certain information which will include your name, e-mail, organization, and password. We may allow Authorized Users to invite other individuals from your organization to use the Services as Authorized Users under Customer's Terra Account.

2.2. Account Security. You are responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by Terra) of your Terra Account and for all activities that occur under your Terra Account. You agree not to disclose your login credentials to any third party, and you are responsible for any use or misuse performed through your Terra Account (including by any third party if you do choose to disclose these credentials). We reserve the right to temporarily suspend or permanently terminate your Terra Account if we determine that you or anyone on your behalf is using your Terra Account in a manner that violates the Agreement.

2.3. Responsibility for Authorized Users. Customer is solely liable and responsible for reviewing and understanding the settings and controls available through the Service and for controlling whom Customer permits to become an Authorized User and what permissions are granted to such Authorized User. Customer is responsible for the activities of all of its Authorized Users, including any decisions they may make through the Services. Further, Customer acknowledges that any action taken by its Authorized User is deemed by Terra as an authorized action by Customer, and accordingly Customer shall have no claim in this regard.

2.4. Authorized User Updates. If you wish to modify your Terra Account information, or if you wish to terminate your Terra Account, you may do so by contacting Terra support available at support@terra.security. Your Terra Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date, you will no longer be able to access your Terra Account, and the permissions, rights, and licenses granted to you under this Agreement shall terminate. Please note that terminating your Terra Account may cause the loss and/or unavailability of content, features, or capacity with regard to your Terra Account. Terra shall not be liable in any way for such unavailability and/or loss.

3. Customer Data

3.1. Customer Data. As part of the Services, Customer may provide certain data through its use of the Services or make available certain data through Terra's performance of the Services (collectively the "**Customer Data**"). As between Terra and Customer, Customer owns all Customer Data, including any findings reports derived from the Penetration Testing Services. Customer hereby represents and warrants that it has the full right, permissions, and consents to make the Customer Data available to Terra through the Services.

3.2. License to Customer Data. Customer hereby grants Terra a non-exclusive, non-assignable, non-transferable, revocable license to use Customer Data made available to us in the scope of Customer's use or access to the Services, solely for the purpose of providing the Services during the Term, as contemplated hereunder.

3.3. Anonymous Cumulative Information. Without derogating from the foregoing, Customer hereby grants Terra a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use usage data that has been anonymized and that cannot be used to identify or otherwise understood to be related to any specific individual or to Customer, for the purpose of internal research or otherwise improving or enhancing the Services.

3.4. Use of AI Technology. To provide the Services, Terra may utilize certain third-party artificial intelligence models and technologies ("**AI Technology**"). In connection with any such AI Technology integrated into the Services, Terra shall ensure that Customer Data will not be used for the training of Terra's or any third party's artificial intelligence models. Terra shall maintain reasonable, industry-standard security safeguards and access controls with respect to its use of AI Technology, including measures designed to: (a) prevent unauthorized access, misuse, or disclosure of Customer Data; and (b) support reliability and risk mitigation through ongoing testing, monitoring, and the implementation of guardrails.

3.5. AI Technology and Cloud Deployment Options. Terra may, at its discretion, allow Customer to (i) use its preferred third-party AI technology from an approved list provided by Terra ("**Customer AI Technology**"), and/or (ii) deploy the Services, or any part thereof, within Customer's own cloud hosting environment ("**Self-Hosted**"), all as specified in the applicable Order Form. In each case, Customer shall: (a) bear any and all costs associated with such Customer AI Technology or Self-Hosted deployment; (b) be solely responsible for entering into and maintaining any agreements with applicable third-party providers, and Customer shall assume full responsibility for all operation, maintenance, security, and infrastructure requirements. Terra shall have no liability for any data security event, malfunction, or other issue arising from Customer's use of such third-party AI Technology or Self-Hosted deployment. For clarity, the obligations in Section 3.4 (including non-training and security safeguards) apply solely to AI Technology operated by Terra and do not apply to Customer AI Technology, which is outside Terra's control.

4. Terra's Intellectual Property Rights

4.1. Terra Intellectual Property. Any proprietary and intellectual property rights in and to the Services including any content thereof, such as logos, graphics, images, as well as the selection, assembly and arrangement thereof and related materials, Terra's trademarks, trade names, copyrightable materials, designs, "look and feel," all whether or not registered and/or capable of being registered, and any and all Feedback as defined herein, (collectively, "**Terra IP**") are owned and/or licensed to Terra or its affiliates or licensors and are subject to copyright and other

applicable intellectual property rights under federal and state United States law, foreign laws and international conventions.

4.2. Feedback. In the event that Authorized Users provide Terra with any suggestions, comments or other feedback relating to the Services, such feedback is provided on an "As Is" basis and is deemed the sole and exclusive property of Terra.

4.3. Use Restrictions. You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Services, or any parts thereof, for any purpose, (ii) remove or delete any and all copyright notices, restrictions and signs indicating proprietary rights of Terra and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Services, (iii) create a browser or border environment around the Services, link, including in-line linking, to elements on the Services, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, including any Customer Data (as defined below), in a manner which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available; (vii) use the Services for and/or in connection with any form of spam, unsolicited mail or similar conduct; (viii) access and/or use any Services and/or the Terra IP in order to build a competitive product or service; (ix) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein; (xi) infringe or violate any of the terms and conditions of these Terms. You hereby agree that upon Terra's request, you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of this Agreement.

5. Trial Subscription

5.1. Trial Subscription. Terra may make the Services (or any part of it) available to Customers for the purpose of evaluating the Terra solution for reduced fees or free of charge ("**Trial Subscription**"). The term of the Trial Subscription shall commence upon your first access to the Services and continue until the earlier of (a) the end of the applicable Trial Subscription period agreed by the parties, (b) the start date of any subscription to the Services that you purchase pursuant to an Order Form, or (c) termination of the Trial Subscription by Terra for any reason, or for no reason at all, by sending you a termination notice with immediate effect.

5.2. No warranties. The Trial Subscription is provided by Terra "as is" for limited evaluation and testing purposes only, and Terra does not warrant that the Trial Subscription will operate without error or interruption. Terra specifically disclaims all warranties, express or implied, including the implied warranties of merchantability, noninfringement, title, quality, accuracy, and fitness for a particular purpose.

6. Order Form; Fees

6.1. Order Form. We may require you to execute an order form to allow you access or to subscribe to the Services, whether by signing a written form or providing a click-through consent (the "**Order Form**"). An Order Form may specify and include, among others, the fees payable in consideration for your access to the Services ("**Fees**"), the scope of the Services, subscription plan and term, additional payment, and billing terms. The Fees are exclusive of any tariffs, duties or taxes (however designated, levied or based and whether foreign or domestic), including (without limitation) VAT and/or sales tax. Customer will pay or reimburse Terra as the case may be for all such tariffs, duties or taxes, except for those taxes based on Terra's income.

6.2. Payments of Fees. If Customer fails to make any payment when due, then, in addition to all other remedies that may be available, Terra may collect interest compounded daily commencing on the date such payments become due, using a monthly rate of 1.5% or the highest rate permitted by law (whichever is lower). Any payment or part of a payment that is not paid by Customer to Terra when due shall constitute sufficient cause for Terra to suspend its performance hereunder and terminate this Agreement, provided that a seven (7) business days prior notice was provided. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, all obligations to pay Fees are non-cancelable, and all payments are non-refundable. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Terra regarding future functionality or features.

6.3. Pricing Updates. Terra may modify the Fees or applicable pricing for the Services, entering into effect upon commencement of the next renewal subscription term of the relevant Order Form(s), by notifying you of such change in writing before the end of the then-current subscription term.

7. Confidentiality

7.1. Either party (a "**Disclosing Party**") may disclose or make available to the other party (a "**Receiving Party**") certain confidential information regarding its technology, operations and business ("**Confidential Information**"). Receiving Party agrees to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required in the scope of this Agreement. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and who are bound by written confidentiality obligations no less restrictive than those set out herein. Receiving Party shall in any event remain liable for any actions or omissions performed by its employees and service providers, as if performed by Receiving Party. Upon termination or expiration of this agreement for any reason or upon Customer's written request, Terra shall return or permanently destroy all Customer Data in its possession.

8. Privacy and Data Security

8.1. Collection and Processing of Personal Data. To the extent Terra processes any personal data on Customer's behalf under this Agreement, the provisions of the Terra Data Processing Agreement (available online at https://www.terra.security/dpa) will apply and are hereby incorporated by reference. Customer is responsible for providing disclosures and obtaining all rights and consents necessary for Terra's performance under this Agreement.

8.2. Data Security. Terra shall maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Customer Data, including, by conducting an annual SOC 2 Type II (or successor) audit and attestation. Terra shall maintain its SOC 2 Type II audit for the duration of the Term.

9. Support and Availability of the Services

9.1. Terra will provide the Platform(s) in accordance with the Service Level Agreement available at: https://www.terra.security/sla ("**SLA**"), which is incorporated herein by reference. The SLA may be updated by Terra from time to time, provided that any updates do not materially reduce the service levels or obligations applicable at the time of execution of this Agreement without the prior written consent of Customer.

10. Disclaimer of Warranties

Terra warrants that the Platform will substantially conform to the Documentation, when operated and used in accordance with the Documentation, the Order Form and the terms and conditions of this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT, IN PROVIDING THE SERVICES, TERRA MAY UTILIZE A TECHNOLOGY, INCLUDING THOSE DEVELOPED AND MAINTAINED BY THIRD-PARTY PROVIDERS ("AI TOOLS"). THESE AI TOOLS ARE INTEGRATED TO ENHANCE FUNCTIONALITY, OPTIMIZE PERFORMANCE, OR OTHERWISE IMPROVE THE SERVICES. WHILE TERRA ENDEAVORS TO ENSURE THE ACCURACY, RELIABILITY, AND SECURITY OF THESE AI TOOLS, THE OUTCOMES AND INSIGHTS GENERATED BY AI TOOLS MAY BE INFLUENCED BY INHERENT MODEL CONSTRAINTS AND OTHER FACTORS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) TERRA MAY MAKE AVAILABLE ADDITIONAL AI TOOLS-SUPPORTED FEATURES, INCLUDING THE TERRA COPILOT, WHICH ASSIST CUSTOMER IN ITS USE OF THE SERVICES AND WHICH MAY AMEND OR ADJUST GUARDRAILS BASED ON INPUT PROVIDED BY CUSTOMER, AND ANY SUCH CHANGE TO THE AI TOOLS, THEIR INSTRUCTIONS OR THEIR CONFIGURATION MADE BY OR AT THE DIRECTION OF CUSTOMER IS UNDER CUSTOMER'S SOLE RESPONSIBILITY; AND (II) THE AI TOOLS MAY PROVIDE VULNERABILITY PREVENTION OR REMEDIATION SUGGESTIONS IN RESPECT OF CERTAIN VULNERABILITIES DETECTED. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING AND TESTING ANY SUCH OUTPUT OR SUGGESTION PRIOR TO ITS USE OR IMPLEMENTATION, AND TERRA DOES NOT WARRANT OR GUARANTEE THAT ANY SUCH OUTPUT OR SUGGESTION WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR THAT ITS IMPLEMENTATION WILL NOT CAUSE DISRUPTION, DOWNTIME, DATA LOSS OR DAMAGE TO THE TARGETS OR ANY OTHER SYSTEM. TERRA SHALL HAVE NO LIABILITY ARISING FROM CUSTOMER'S RELIANCE ON, OR IMPLEMENTATION OF, ANY SUCH OUTPUT OR SUGGESTION.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TERRA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). WHILE TERRA STRIVES TO IDENTIFY VULNERABILITIES, NO GUARANTEE IS MADE THAT ALL VULNERABILITIES WILL BE DISCOVERED OR THAT YOUR SYSTEMS WILL BE SECURE FROM UNAUTHORIZED ACCESS OR FREE FROM ALL POTENTIAL RISKS.

THE EVALUATION OF THREATS AND VULNERABILITIES THROUGH TERRA'S SERVICES IS CONDUCTED IN ACCORDANCE WITH THE INDUSTRY STANDARD AND BASED ON THE KNOWN VULNERABILITIES AT THE TIME THE TEST IS PERFORMED. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT SECURITY IS A CONTINUOUSLY EVOLVING FIELD AND THAT NO SINGLE TEST OR EVALUATION CAN ENSURE THE COMPLETE SECURITY OF YOUR SYSTEMS, APPLICATIONS, OR NETWORKS. BY USING TERRA SERVICES, THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT ANY FINDINGS GENERATED BY THE SERVICES REPRESENT A POINT-IN-TIME EVALUATION. THESE FINDINGS MAY CHANGE OVER TIME DUE TO UPDATES IN THE CUSTOMER'S NETWORK, IMPLEMENTATION OF SECURITY UPDATES, CHANGES IN CONFIGURATIONS, OR OTHER VARIABLE FACTORS BEYOND TERRA'S CONTROL.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TERRA DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE SERVICES ARE COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF CUSTOMER'S CONTEMPLATED ACTIVITIES, SOFTWARE OR TOOLS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE USE OF THE SERVICES, INCLUDING THE USE OF AND/OR RELIANCE ON ANY OUTPUT DERIVED THEREFROM, IS ENTIRELY AT CUSTOMER'S OWN RISK.

11. Indemnification

11.1. Indemnification by Terra. Terra shall defend Customer from and against any claim by a third party alleging that the Services, when used as authorized under this Agreement, infringes or misappropriates such third party's trademark, United States patent, copyright, or trade secret. Terra shall indemnify and hold Customer harmless from any damages and costs finally awarded by a court of competent jurisdiction or agreed to in a settlement by Terra (including reasonable attorneys' fees). The foregoing shall not apply for claims arising from: (i) modification of the Services (or any portion thereof) by Customer; (ii) Customer improperly accessing or using the Services, in a manner other than as specified in the Documentation provided by Terra; (iii) Customer's integration and or the combination of the Services (or any portion thereof), with any third party product or component, to the extent that the infringement would not have occurred but for such integration or combination; (iv) Customer's failure to implement any updates, upgrades and new versions to the Services (or any portion thereof) provided by Terra within a commercially reasonable time period, to the extent that the infringement would not have occurred but for such failure of Customer; or (v) Customer's breach the terms of the Agreement.

11.2. Indemnification Procedure. The Customer will: (a) provide prompt written notice of the claim and give Terra sole control over the defense and settlement of the claim; and (b) provide to Terra its full and timely cooperation. Terra shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems

appropriate provided that it will not enter into any settlement which does not fully relieve the Customer of all liability or that otherwise requires Customer to admit any wrongdoing, without Customer's written consent.

12. Limitation of Liability

12.1. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT THIS AGREEMENT, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF TERRA TO PERFORM UNDER THIS AGREEMENT, AND ANY OTHER ACT OR OMISSION OF TERRA BY ANY OTHER CAUSE WHATSOEVER.

12.2. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, A PARTY IS FOUND TO BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, EXCEPT WHERE PROHIBITED BY LAW, EITHER PARTY'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO TERRA UNDER APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, AND IF NO FEES WERE CHARGED, THEN A PARTY'S LIABILITY SHALL NOT EXCEED US $1,000,000. THE FOREGOING LIABILITIES SHALL NOT APPLY WITH RESPECT TO A PARTY'S WILLFUL MISCONDUCT OR CUSTOMER'S OBLIGATION TO PAY THE FEES. IN ANY CASE NO ACTION MAY BE BROUGHT BY CUSTOMER IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

12.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR TERRA'S PROVISION OF THE SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF TERRA AND/OR ANY TERRA AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

13. Term and Termination

13.1. Term. This Agreement is effective upon (i) Customer's acceptance of these Terms, or (ii) the effective date of an applicable Order Form, whichever occurs first, and ending when terminated as described in this Section 13. Unless otherwise specified in the Order Form, each Order Form will have a term of twelve (12) months (an "**Initial Term**") beginning on the effective date of such Order Form ("**Term**").

13.2. Termination for Breach. Either party shall have the right to terminate this Agreement in the event that the other party is in breach of this Agreement, and such breach is not cured within thirty (30) business days of being provided with written notice and an opportunity to cure. Either party may immediately terminate this Agreement if the other party is dissolved or liquidated, becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for the benefit of creditors.

13.3. Effect of Termination. Upon termination of this Agreement, (i) all subscriptions, rights and licenses granted herein, and all Services provided by Terra hereunder shall terminate immediately; (ii) each party shall return to the other party or destroy all Confidential Information in its possession, custody, or control; and (iii) Customer shall remit in full all payments due to Terra, accruing prior to the date thereof, according to this Agreement and all Order Forms. Sections 4, 7, 10, 12, 13.3, 15 and any other Sections in this Agreement which are either expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall continue to survive notwithstanding termination or expiry of this Agreement.

13.4. Switching Rights for EU/EEA Customers. A Customer domiciled in an EU or EEA member state may, at any time during the subscription term, request to switch to another data processing service provider or to its own infrastructure by sending written notice to support@terra.security, provided the Customer is entitled to this right under Regulation (EU) 2023/2854 (the "**Data Act**"). Such request is subject to a two-month notice period. Terra shall provide reasonable assistance to facilitate such switching in accordance with the Data Act. Upon completion of the two-month notification period, or earlier if Customer confirms in writing that the data migration has been successfully completed, the relevant Order Form(s) shall automatically terminate. For the avoidance of doubt, Customer remains liable for all fees accrued prior to the termination date. Customer shall pay any remaining subscription fees for the remainder of the term of the relevant Order Form(s) as an early termination fee, which the parties acknowledge does not constitute a switching fee under the Data Act. Terra shall not impose any other fees or penalties.

14. Amendments to this Agreement

We may update these Terms from time to time, including to reflect updates to our Services or comply with legal requirements. If we make material changes that significantly affect your rights or obligations, we will notify you through our Services or by email (if you've provided one), and you will be asked to review and accept the updated terms before they take effect. For minor updates, we will post the revised Agreement with a new 'Last Revised' date, and your continued use of our Services after that date will indicate your acceptance of those changes.

15. General

15.1. Export Controls. The Services may be subject to U.S., Israel or other foreign export control laws and regulations ("**Export Controls**"), and Customer acknowledges and confirms that it is not: (i) located and will not use, export, re-export, import, or otherwise make the Services (or any portion thereof) available in or to any person, entity, organization, jurisdiction, or other circumstance that violates the Export Controls; (ii) incorporated under the laws of, operating from, or ordinarily resident in a country or territory subject to comprehensive U.S. or Israeli economic or trade sanctions (currently, Cuba, Lebanon, Iran, Syria, North Korea, or the Crimea region of Ukraine), and (iii) listed on any prohibited or restricted party list, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or otherwise a target of U.S. sanctions. Without derogating from the foregoing, Customer will comply with all applicable Export Controls that apply to Customer's use of the Services.

15.2. Insurance. Terra has and will maintain during the Term industry-standard insurance policies, including Errors & Omissions (E&O) and Cyber Liability insurance.

15.3. Relationship of the Parties. This Agreement does not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

15.4. Governing Law and Jurisdiction. The parties expressly agree that this Agreement will be governed by the laws of the Applicable Jurisdiction without regard to its choice of law or conflicts of law principles. The Parties expressly consent to the exclusive jurisdiction and venue in the courts in the Applicable Jurisdiction, except that temporary relief to enjoin infringement of Intellectual Property rights may be sought in any court. "**Applicable Jurisdiction**" shall mean Tel-Aviv, Israel, if Customer's entity is organized under the laws of the State of Israel; or (ii) New York, NY, USA if Customer's entity is organized elsewhere.

15.5. Assignment. Neither party may assign, sublicense, or otherwise transfer any or all of its rights or obligations under this Agreement without the other party's prior written consent; provided, however, that either may assign this Agreement in its entirety (including all Order Forms), without such consent to its wholly owned affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.6. Marketing Permission. Subject to Customer's written consent in each instance (email being sufficient), Customer grants Terra the right to use its company name and logo as a reference for marketing or promotional purposes on Terra's websites and in other public or private publications or presentations with its existing or potential customers and investors, subject to Customer's standard trademark usage guidelines as may be made available to Terra by Customer. Customer may revoke said right by providing written notice to Terra at support@terra.security.

15.7. Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

15.8. No Waiver. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

15.9. Notices. Customer acknowledges that notices provided by Terra in connection with this Agreement shall be provided as follows: via the Services, including by sending you notices through the Services, e-mail, phone or first class, airmail, or overnight courier. Customer further confirms that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed delivered the earlier of (a) receipt; or (b) 24 hours of delivery. Terra shall use your contact details that we have in our records in connection with providing you notices. Notices to Terra shall be sent to support@terra.security.

15.10. Electronic Agreement. Without limitation, Customer agrees that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Schedule I – Additional Terms applicable to Terra Offensive Research Collaboration Hub ("TORCH")

Capitalized terms used but not defined in this Schedule I shall have the meanings set forth in the Terms. For clarity, Documentation includes any TORCH-specific runbooks, safety notes, and usage guidelines published or provided by Terra.

CUSTOMER ACKNOWLEDGES THAT THE TORCH CONTAINS FUNCTIONALITY DESIGNED TO SIMULATE ATTACKS AND EXPLOIT VULNERABILITIES, WHICH, IF MISUSED, COULD COMPROMISE COMPUTER SYSTEMS OR NETWORKS. ACCORDINGLY, CUSTOMER SHALL EXERCISE STRICT SUPERVISION AND CONTROL OVER ALL USE OF TORCH AND ENSURE THAT ONLY QUALIFIED AND AUTHORIZED PERSONNEL OPERATE THE PLATFORM IN COMPLIANCE WITH THIS AGREEMENT AND TERRA'S DOCUMENTATION. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY ACTIONS TAKEN BY ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE USE OF TORCH.

1. Scope. The TORCH is a tool intended to assist Customer in performing attack-simulation-related tasks. The right to access TORCH does not include any obligation by Terra to: (a) perform the penetration test on Customer's behalf; (b) analyze any results or findings generated through TORCH; or (c) produce or deliver any underlying penetration testing results, reports, or remediation guidance, unless explicitly agreed under an applicable Order Form. Customer remains solely responsible for interpreting outputs, validating findings, and determining any remediation actions unless otherwise expressly agreed in writing by Terra and Customer. Customer shall ensure that TORCH is accessed and used solely by qualified and knowledgeable security experts designated by Customer as Authorized Users, each with appropriate training and experience to operate offensive security tooling and interpret results.

1.1. Target Scope. TORCH may only be used to detect vulnerabilities in the specific Targets (as defined in the Terms) that are owned or lawfully controlled by Customer, as identified in the Order Form.

1.2. Prohibited Uses. For the avoidance of any doubt, Section 4.3 (Use Restrictions) of the Agreement shall apply to the use of TORCH. In addition, Customer shall not, and shall not permit any Authorized User to: (a) run TORCH against any properties that are not expressly identified as the Target, including but not limited to any systems owned by Terra, other Terra customers, or any third party; (b) attempt to reverse engineer, decompile, disassemble, hack, or otherwise tamper with TORCH or any of its components; (c) conduct destructive or denial-of-service actions, ransomware, wipers, or payloads designed to impair availability, integrity, or safety; (d) introduce malware or third-party tooling into Targets through TORCH unless expressly permitted in writing by Terra and supported by the Documentation; (e) use TORCH in violation of law (including computer misuse/anti-hacking laws), third-party rights, or applicable provider acceptable-use policies. Testing of safety-critical or regulated environments (e.g., medical) is prohibited unless expressly authorized in writing by the owners of such Targets.

1.3. Safety Guardrails. Terra has implemented technical and operational guardrails intended to ensure safe execution of attack simulations (e.g., exploit depth limits, payload constraints, rate limits, target validation checks, and emergency "kill-switch"). Terra may update guardrails from time to time to enhance safety or compliance. In certain cases, Customer may

disable or modify such guardrails, provided, however, that: (a) Customer shall be strictly liable for any acts or omissions of its Authorized Users and for any results arising from any such disabling or modification; (b) Customer assumes all risk arising from any disabled or modified guardrails and, to the fullest extent permitted by law, waives and releases Terra from any and all claims, liabilities, losses, and damages arising therefrom.

1.4. PoC Minimization. Unless otherwise approved in writing, exploitation is limited to the minimum extent reasonably required to validate a vulnerability (e.g. non-destructive payloads, collection of minimal evidentiary artifacts such as headers, banners, directory listings, or limited sample records redacted to exclude personal data or secrets). Any mass data exfiltration or privilege-escalation chaining beyond proof of vulnerability is prohibited unless expressly approved in the written test plan.

1.5. Data Minimization. Customer shall avoid submitting to TORCH unnecessary personal data, including without limitations, payment card data, protected health information, or other regulated/sensitive data.

1.6. Suspension. Terra may immediately suspend Customer's access to TORCH where Terra reasonably believes that such activity may pose undue operational risk, violate law or third-party policies, or breach this Agreement. Terra will notify Customer of such suspension without undue delay and, where feasible, coordinate a safe resumption.

2. Retention of Logs. TORCH may generate and store audit logs, technical telemetry, and related metadata concerning simulations, including but not limited to: (a) executed commands, payload identifiers, timestamps, target identifiers, IP addresses, status codes, error messages, and system responses; (b) configuration parameters, guardrail enforcement events, and Authorized User actions; and (c) AI Technology-assisted decisioning traces and performance metrics. Terra may retain such logs subject to its confidentiality obligations under the Agreement, solely for purposes of safety, support, security investigations, compliance, and service improvement. Customer acknowledges that such logs may include limited Customer Data necessary for evidentiary or troubleshooting purposes, and Terra will process such data in accordance with the Agreement and the Data Processing Agreement.

3. Disclaimer of Warranties. Customer acknowledges and agrees that AI Technology-assisted outputs generated by TORCH may be probabilistic, subject to inherent limitations of artificial intelligence technologies, and must be validated by qualified personnel before any operational reliance. Outputs generated by TORCH are advisory and may not identify all vulnerabilities or risks. Terra shall have no liability for any vulnerability, unauthorized access to Customer Data, or any data security event caused by any act or omission of Customer or its Authorized Users in breach of the Documentation or this Agreement, including without limitation any attempt to circumvent, disable, or modify the guardrails or safety controls implemented by Terra. Terra does not assume operational responsibility for the Targets, network stability, or data integrity arising from Customer's or its Authorized Users' acts or omissions in connection with their use of TORCH.

4. Customer Indemnity (TORCH Specific). Customer shall defend, indemnify, and hold harmless Terra and its affiliates from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of a third party claim resulting from Customer's or any Authorized User's breach of this Schedule. Terra will provide prompt notice of the claim and reasonable cooperation; Customer will not settle any claim that imposes non-monetary obligations on Terra without Terra's written consent. For

clarity, Customer's indemnity obligations under this Section shall not be subject to any limitation of liability or liability cap set forth in the Agreement.

5. Conflicts; Order of Precedence. If there is any conflict between this Schedule and the main body of the Agreement, this Schedule shall control with respect to the TORCH.