

Terms of Use

These Terms of Use ("Terms of Use") for Cyber Security Cloud's Managed Rules for AWS WAF govern your use and access of any of Cyber Security Cloud's Managed Rules packages including accompanying documentation (each, a "Package"), apply at any time you use or access the Package(s), and are between you ("Customer", the entity or individual that purchases the Package(s)) and Cyber Security Cloud Inc. ("Cyber Security Cloud"). By clicking on the "Subscribe" button, Customer agrees to the terms hereof. If Customer does not agree to all of these terms including payment obligations, Customer shall discontinue any use or access of the Package(s) immediately. These Terms of Use are subject to change without notice, from time to time at Cyber Security Cloud's sole discretion. Changes to the terms will be posted on the AWS portal where you accessed the Package(s) and Customer is responsible for monitoring the portal and reviewing any updated terms.

1. Use Rights

Subject to Customer's compliance with these Terms of Use, and timely payment of all applicable fees as set forth in Section 3, Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, fee bearing, limited right to access and make use of the Package(s) which Customer purchased, solely for Customer's internal use. Customer may install, use, access, display and run the Package(s) only in the manner in which it has been licensed as indicated herein. Customer shall not use Package(s) to provide similar packages or services to any third party. Customer agrees not to, and will not allow a third party to: (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share any of its rights under these Terms of Use with or to any third party; (ii) modify, alter, reverse engineer, disassemble, de-compile, translate the Package(s) and/or accompanying documentation, or grant any third party the right to do so; (iii) attempt to gain unauthorized access to the Package(s) or any services provided herein, or its related systems or networks or (iv) violate any applicable laws or use the Package(s) for any activities or content that is illegal under applicable law. Cyber Security Cloud may, upon three (3) months prior written notice, elect to discontinue whole or part of its service to provide Customer with use of and access to the Package(s), from time to time at Cyber Security Cloud's sole discretion.)

2. Ownership Rights

All intellectual property rights evidenced by or embodied in each Package(s) is owned exclusively by Cyber Security Cloud or its licensors. The rights granted to Customer are limited to those expressly stated in these Terms of Use. No additional rights or licenses are being granted to Customer by implication or otherwise and all such rights and licenses are expressly reserved to Cyber Security Cloud. Customer is not obligated to provide any ideas, suggestions, modifications and the like ("Feedback") to Cyber Security Cloud. However, to the extent Customer provides Feedback to Cyber Security Cloud, Customer hereby grants to Cyber Security Cloud a non-exclusive, fully-paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, non-terminable, transferable, assignable license to: (1) make, use, copy, modify and create derivative works of any Feedback, (2) reproduce, publicly perform, publicly display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease or lend such Feedback (and derivative technology thereof); and (3) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. To the extent that such Feedback is incorporated in any intellectual property in the Package(s), Customer understands and agrees that Cyber Security owns all rights to such derivative works in the Package(s).

3. Payment of Fees

In consideration of use of the Package(s), Customer will pay the fees specified at the time of purchase or renewal applicable to the Package(s) which Customer selected ("Subscription Fees"). All Subscription Fees paid are non-refundable. Customer may cancel its subscription to the Package(s) at any time. All amounts are payable net thirty (30) days from the date of the invoice per the invoice instructions unless otherwise specified. Upon cancellation, all outstanding fees are immediately due and payable. Cyber Security Cloud reserves the right to correct any billing errors or mistakes that Cyber Security Cloud identifies even if Cyber Security Cloud has already issued an invoice or received payment. Customer agrees to notify Cyber Security Cloud about any suspected billing errors or mistakes within thirty (30) days after the relevant invoice or charge date; failure to do so will result in waiver of Customer's right to dispute such errors or mistakes. Except as prohibited by law, Cyber Security Cloud may charge a late fee of one and one half percent (1.5%) per month on past due amounts. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under these Terms of Use or by matter of law, Cyber Security Cloud reserves the right to suspend Customer's use of the Package(s), until such amounts are paid in full. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Cyber Security Cloud to collect any amount that is not paid when due. Cyber Security Cloud may accept payment in any amount without prejudice to Cyber Security Cloud's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to Cyber Security Cloud by Customer may not be withheld or offset against amounts due or asserted to be due to Customer from Cyber Security Cloud. Other than income taxes imposed on Cyber Security Cloud, Customer will bear all taxes, duties, VAT and all other governmental charges (collectively, "Taxes") resulting from these Terms of Use. If Customer is exempt from any Taxes, Customer will provide evidence reasonably satisfactory to Cyber Security Cloud of Customer's tax-exempt status. If Customer requires a purchase order, vendor registration form, or other documentation, such requirement will in no way affect or delay Customer's obligation to pay any amounts due hereunder.

4. Customer Responsibilities

Customer agrees to provide Cyber Security Cloud with true, accurate, complete and current information. Customer may access the Package(s) only through the interfaces and protocols provided or authorized by Cyber Security Cloud and its authorized partners. Customer agrees to set up, maintain and use the Package(s) in strict compliance with the documentation accompanying the Package(s). Customer agrees that it will not access the Package(s) through any unauthorized means including any means not authorized by the documentation. Customer is responsible for any data or information it provides in connection with the Package(s) and its use thereof. Cyber Security Cloud is not responsible for Customer's data or information, storage, security, confidentiality, integrity, and backup.

5. Customer Information

Cyber Security Cloud may collect data and other information, including customer identifying information, web traffic information, logs, and other related information that Customer provides to Cyber Security Cloud either directly, indirectly, or by using some functions within AWS ("Customer Information"). Cyber Security Cloud employs security measures designed to protect the Customer Information from unauthorized access. Customer grants Cyber Security Cloud a license to use the Customer Information for the purposes of providing the services, supporting and improving the Package(s), and improving and performance of Cyber Security Cloud's products. Customer warrants that it has all rights and permissions in the Customer Information

necessary to use the Customer Information in conjunction with the Package(s) and in compliance with the Terms of Use and to grants such license.

6. Customer Eligibility

Without limiting the foregoing, the Package(s) are not available where they are illegal to use. Cyber Security Cloud reserves the right to refuse and/or cancel subscription of the Package(s) to Customer at its own discretion if it reasonably believes that the Package(s) are being used in violation of an applicable law or if instructed to do so by any legal authority. Customer agrees to comply with all laws, restrictions, and regulations.

7. Term and Termination

The term of this agreement begins when Customer clicks on the "Subscribe" button and continues until terminated as set forth herein. Customer's agreement to these Terms of Use shall continue until cancelled by Customer as provided in accordance with these Terms of Use. Cyber Security Cloud reserves the right to terminate or suspend its service to provide Customer with use of and access to the Package(s) without notice if: (i) Customer fails to timely pay any undisputed amounts; (ii) Customer breaches the Terms of Use; (iii) Customer conducts its business of providing packages or services similar to Cyber Security Cloud's packages or services; (iv) Customer becomes insolvent or unable to pay its debts due and payable; (v) Customer becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; or (vi) the business or financial condition of Customer has deteriorated, or is deemed to have deteriorated, jeopardizing Customer's payment of fees.

Upon termination for any reason, Customer shall not use the Package(s) and Customer will destroy the Package(s) and documentation and all copies or portions thereof.

Notwithstanding the foregoing, the provision of Section 10 of these Terms of Use shall survive the end of the service and shall continue to be effective and any right or obligation of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

8. Disclaimers

CYBER SECURITY CLOUD AND ITS PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND GUARANTEES OF ANY KIND WITH RESPECT TO THE PACKAGE(S) (INCLUDING THE SOFTWARE AND DATA RELATED THERETO), WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY EXPRESSED OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

CYBER SECURITY CLOUD AND ITS PARTNERS MAKE NO WARRANTY THAT:

THE PACKAGE(S) WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS;
THE PACKAGE(S) WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO BREACH OF THE PACKAGE'S SECURITY MEASURES; AND
THE PACKAGE(S) WILL IDENTIFY, BLOCK, OR PASS-THROUGH WEB REQUESTS CORRECTLY UNDER ALL CIRCUMSTANCES.

THE SERVICES ARE MAINTAINED AND PROVIDED TO CUSTOMER BY AWS, AND CYBER SECURITY CLOUD ASSUMES NO RESPONSIBILITY FOR THE PROVISION OF THE SERVICES THROUGH WHICH THE PACKAGE(S) MAY BE OBTAINED.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL CYBER SECURITY CLOUD AND ITS PARTNERS BE RESPONSIBLE OR LIABLE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR ANY FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGES RELATING TO USE OF OR ACCESS TO THE PACKAGE(S), INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM INFORMATION LEAKAGE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR OTHER

GOODS OR SERVICES FURNISHED TO YOU BY CYBER SECURITY CLOUD, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CYBER SECURITY CLOUD'S ENTIRE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO CYBER SECURITY CLOUD DURING THE ONE (1) YEAR PRECEDING THE CAUSE OF THE LIABILITY. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, SUCH INAPPLICABILITY WILL NOT AFFECT THE REMAINDER OF THE PROVISIONS IN THIS SECTION.

9. Customer Warranties

Customer warrants that Customer's use of the Package(s) shall comply with all laws, regulations, restrictions and internal rules of industry association applied to Customer, at Customer's own expenses.

10. Confidentiality

Customer agrees to hold in confidence any and all confidential and proprietary information of Cyber Security Cloud and its affiliates, including but not limited to Cyber Security Cloud's rule(s) or any other information embodied in any Package(s) and any benchmarking and performance testing results of any Package(s) (the "Confidential Information"). Customer agrees not to use the Confidential Information except as necessary to fulfill its obligations or exercise its express rights hereunder, and not to disclose the Confidential Information to any person (other than Customer's personnel having a need to know who are bound by professional duty or in writing to keep such information confidential) without the prior written consent of Cyber Security Cloud. Without granting any right or license, Cyber Security Cloud agrees that the foregoing shall not apply with respect to any information that Customer can document (i) is or becomes (through no improper action or inaction by Customer or any affiliate, agent, consultant or employee of Customer) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from Cyber Security Cloud. Customer may make disclosures required by law or court order provided Customer uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows Cyber Security Cloud to participate in the proceeding.

11. Assignment

Any Customer's rights granted under the Terms of Use, may not be transferred or assigned by Customer without Cyber Security Cloud's prior written consent. Cyber Security Cloud's may assign rights granted by Customer under these Terms of Use without restriction. Any attempted assignment in violation of this Section shall be void. The Terms of Use will bind and inure to the benefit of each party's permitted successors and assigns.

12. Applicable Law

The Terms of Use and any action related thereto shall be governed by the laws of the State of Washington, without regard to the conflicts of law provisions thereof. The parties to these Terms of Use hereby consent to the exclusive jurisdiction and venue of state and federal courts located in Seattle, Washington, or for the purpose of any such action. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13. General

The failure of Cyber Security Cloud to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by Cyber Security Cloud. In the event any provision of the Terms of Use shall be determined to be invalid or unenforceable under law, all other provisions shall continue in full force

and effect. These Terms of Use including the documentation are the entire agreement between Customer and Cyber Security Cloud relating to the subject matter hereof and supersede all previous communications, representations, and agreements either oral or written between the parties with respect to said subject matter and will not be modified except in writing, signed by Customer and Cyber Security Cloud, or by a change to these Terms of Use by Cyber Security Cloud as set forth above.

14. Notices

Notice to Cyber Security Cloud should be sent to Cyber Security Cloud Inc. Legal Department, 500 Mercer Street, Suite C202-143B, Seattle, WA 98109 U.S.A.. Notice to Customer may be provided by email, postal mail, postings within the AWS services, or other legally acceptable means. Notice to Customer will be deemed given twenty-four (24) hours after posting within the AWS services, after an email is sent to the most recent address provided to Cyber Security Cloud, or upon delivery of the notice by mail as applicable.

15. Force Majeure

Neither party will be liable to the other party for any alleged or actual loss or damages resulting from delays or failures in performance caused by acts of the other party, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, terrorism, accident, shortage, delay in transportation, or any other cause beyond the reasonable control of the party whose performance is so delayed. Any party whose obligations have been suspended under the terms of this Section shall resume the performance of those obligations as soon as reasonably possible.

16. Severability

If any provision in these Terms of Use shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of these Terms of Use shall be valid and enforceable, and Cyber Security Cloud and Customer shall use good faith to negotiate a substitute, valid and enforceable provision which economically and legally achieves the purpose and the effect of such provision to the maximum extent possible.

17. Exclusion of Anti-Social Forces clause (if applicable)

Customer represents, warrants and covenants to ensure that it, its parent, subsidiaries, related companies and those officers, directors, employees, shareholders, clients, and advisors (collectively, including Customer, the "Related Parties") do not or shall not in the future fall under the following categories:

- (1) an organized crime group, a member of an organized crime group, a person who was a member of an organized crime group within the past five years, a quasi-member of an organized crime group, a related company or association of an organized crime group, a corporate racketeer, or other equivalent groups of the above (collectively, the "Anti-Social Forces");
- (2) a person having such relationship with the Anti-Social Forces that shows that the Anti-Social Force dominates the person's management;
- (3) a person having such relationship with the Anti-Social Forces that shows that the Anti-Social Force substantially involves in the person's management;
- (4) a person exploiting the Anti-Social Forces for an unjustifiable purpose such as to profit itself or a third party or to damage a third party;
- (5) a person who is involved in the operation of the Anti-Social Forces by providing funding to the Anti-Social Forces or any similar act; or
- (6) a person who is engaged in socially condemnable relationship with the Anti-Social Forces.

Customer represents, warrants and covenants to ensure that the Related Parties themselves or through the use of third parties have never conducted or will not conduct in the future any of the following actions:

- (1) a demand with violence;

- (2) an unreasonable demand beyond the legal responsibility;
- (3) use of intimidating words or actions, or violence in relation to transactions;
- (4) an action to defame the reputation or interfere with the business of Cyber Security Cloud or any of its affiliates by spreading rumors, using fraudulent means or resorting to force; or
- (5) other equivalent actions of the above.

In case Cyber Security Cloud becomes aware that the representations and warranties in this Section are not or were not true or that Customer breached the covenants in this Section, Cyber Security Cloud may terminate its service to provide Customer with use of and access to the Package(s) without notice. Upon termination pursuant to this Section, Customer shall be liable for all Cyber Security Cloud's loss and damages arising from the termination, and Cyber Security Cloud shall not be liable for any Customer's loss and damages arising from the termination.