

## Terms of Services

1. Introduction. In order for You, the user (“You” and “Your”) to use the user activity monitoring, insider threat detection, data loss prevention and other business application services and all updates, modifications, changes, and enhancements, including any custom modifications thereto (the “Services”), provided by Teramind Inc. (“Teramind”) through the website located at [www.teramind.co](http://www.teramind.co) (the “Website”). You must read and accept all of the terms and conditions in these Terms of Service (this “Agreement”). If You are accessing and using the Services on behalf of a company (such as Your employer) or other legal entity, You represent and warrant that You have the authority to bind that company or other legal entity to the terms of this Agreement. In that case, “You” and “Your” will refer to that company or other legal entity. All rights not expressly granted herein are retained by Teramind.

BY ACCEPTING THE TERMS OF THIS AGREEMENT THROUGH THE ACCOUNT REGISTRATION PROCESS ON THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED, AND YOU HEREBY AGREE, TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

2. Modifications. Teramind reserves the right to modify the Offering (defined below) and the rules and regulations governing its use at any time, including, without limitation, this Agreement. Modifications will be posted on the Website and the “Last Updated” date at the top of this webpage will be revised. You understand and agree that if You use any portion of the Offering after the date on which the terms of this Agreement have changed, Teramind will treat Your use as acceptance of the updated terms of this Agreement. Teramind may make changes in the Offering at any time without prior notice to You. If You are dissatisfied as a result of such changes whether to the Offering or the terms of this Agreement, Your only recourse is to terminate Your access to the Offering.

3. Your Use of Services. Subject to Your compliance with the terms and conditions of this Agreement and all applicable Laws (defined below), Teramind grants You a limited, non-exclusive, non-transferable, non-sublicensable to access and use the Services through the Website solely for the Term as expressly permitted herein. The Services may be used only in connection with Your internal business purposes for You to process Your information and data, and not the information or data of any third party. You may not use the Services in any way that: (i) does not comply with the terms of this Agreement, as amended by Teramind from time to time, or any other terms, rules, or guidelines provided by Teramind concerning Your use of the Services; (ii) may subject Teramind to unfavorable regulatory action, violate any Laws, infringe upon the rights of third parties, or subject Teramind to liability for any

reason; or (iii) might adversely affect Teramind's public image, reputation or goodwill. All rights, title and interest in and to the Offering are owned and retained exclusively by Teramind. Except for the rights and licenses expressly provided herein, all rights, title and interest in the Offering, including all corrections, enhancements and modifications thereof, including any custom modifications thereto, are reserved by Teramind. You are solely responsible for Your employees', contractors' and agents' compliance with the terms and conditions of this Agreement.

YOU ARE SOLELY RESPONSIBLE FOR USING THE OFFERING IN A MANNER THAT COMPLIES WITH LAWS, RULES, DIRECTIVES, REGULATIONS AND OTHER REQUIREMENTS OF ANY APPLICABLE GOVERNMENT AND REGULATORY AUTHORITIES, INCLUDING, WITHOUT LIMITATION, EMPLOYMENT AND PRIVACY RELATED LAWS (COLLECTIVELY, "LAWS"). YOU SHALL NOT USE THE OFFERING IN ANY MANNER THAT VIOLATES LAWS. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS MADE USING THE OFFERING, INCLUDING BUT NOT LIMITED TO DECISIONS REGARDING ENABLING OF FEATURES AVAILABLE WITHIN THE OFFERING. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE APPLICABILITY OF CERTAIN LAWS, INCLUDING BUT NOT LIMITED TO LAWS REGARDING THE USE OF MONITORING TECHNOLOGIES AND THE RECORDING OF COMMUNICATIONS, MAY DEPEND ON THE MANNER IN WHICH YOU USE THE OFFERING, AND YOU ARE SOLELY RESPONSIBLE FOR: (A) DETERMINING WHICH LAWS ARE APPLICABLE TO YOUR USE, AND (B) COMPLYING WITH SUCH LAWS AS THEY APPLY TO YOUR USE.

You acknowledge that it is Your responsibility to inform Your employees, contractors, other personnel, and users of the Services of the purpose of the Services, including the scope of information that may be collected, stored, processed, and used through the use of the Services.

4. Your Use of Software. As part of the Services, Teramind will make available to You for download from the Website a software agent to be installed on the computer of each of Your employees and/or contractors (Your "Workforce") whom You will monitor using Services (the "Software"). Subject to the terms and conditions of this Agreement, Teramind grants You a non-exclusive, non-transferable, non-sublicensable license to download and use the Software (in object code only) and the corresponding user documentation ("Documentation", Software and Documentation referred to together as the "Product") for Your internal business purposes as expressly permitted herein. The term "Product" shall include any changes, enhancements, updates or other modifications, including any custom modifications, to the Software and Documentation delivered to You. The Product

shall be used solely by You in connection with Your use of the Services as is expressly permitted herein.

5. Restrictions. The Product, together with the Services and the Website is referred to herein as the “Offering”. You will not take any of the following actions with respect to the Offering or the server hosting any portion of the Offering nor will You use the Offering to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Offering in any manner that: (i) uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise; (ii) decompiles, uses reverse engineering, disassembles, derives the source code of, or decrypts the Offering or server hosting any portion of the Offering; (iii) manipulates or otherwise displays the Offering by using framing, mirroring, or similar navigational technology or directly links to any portion of the Offering; (iv) uses any robot, spider, scraper or other automatic or manual means to access any portion of the Offering or copies any content or information on the Offering; (v) removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of Teramind or its affiliates, partners, suppliers or licensors; (vi) modifies, adapts, improves, enhances or makes any derivative work from the Offering; (vii) disables, overburdens, impairs or otherwise interferes with or interrupts the Offering or any hardware, software, system or network connected with the Offering; (viii) probes, scans, or tests the vulnerability of or breaches the authentication measures of the Offering or any related networks or systems; (ix) interferes with any other party’s use of the Offering; (x) infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (xi) compiles, uses, downloads or otherwise copies any user information or any portion of the Offering, or transmits, provides or otherwise distributes (whether or not for a fee) any such portion of the Offering to any third party; (xii) is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (xiii) promotes or provides instructions for illegal activities; (xiv) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (xv) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xvi) attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or (xvii) accesses systems, data or information that Teramind does not intend to be made accessible to You. Use of the Offering, even when acting on behalf of a business entity, is limited to persons eighteen (18) years of age or older. You agree not to use the Offering in any way to design or develop a competing software product or service or advise any third

party on how to design or develop a competing software product or service. You shall not permit any of Your parent, subsidiaries, affiliated entities or third parties to use Offering without Teramind's prior written permission or to design or develop a competing software product or service.

6. LLM Specific Features: The following shall apply to any Customers who utilize LLM within the Teramind Services:

(a) Teramind shall engage third-party LLM providers, including but not limited to **Oracle's Cohere AI** and potentially other providers such as **ChatGPT**, to process personal data for generating daily summaries. The following conditions apply:

- The Customer consents to the use of these LLM providers as subprocessors for processing personal data.
- Teramind will ensure that all subprocessors comply with GDPR, CPRA, and other applicable laws, and that they process the data strictly according to Teramind's instructions.
- Teramind will update the list of subprocessors as required under the DPA and provide notice to the Customer of any changes.

(b) If the Customer imposes data transfer restrictions that have been agreed to by Teramind in signed writing executed by someone with authority to bind Teramind (e.g., requiring data to be stored in the U.S. or another approved region), Teramind will acknowledge these restrictions and agrees to comply with them where applicable. However, if the Customer opts to use an external LLM provider that involves cross-border data transfers outside of approved regions, the following terms apply:

- **Oracle's Cohere AI:** Data processed through Cohere AI will remain within Oracle's infrastructure, compliant with any approved regional data transfer restrictions.
- **External Providers (e.g., ChatGPT):** If the Customer chooses to use an external LLM provider such as ChatGPT, data may be transferred outside the U.S. or EEA. In this case, the Customer explicitly consents to such data transfers and releases Teramind from liability for the compliance practices of the third-party provider.

(C) By opting into the LLM-based feature, the Customer:

- **Consents** to the processing and transfer of personal data as described in this Amendment.

- **Assumes responsibility** for ensuring that all end-user consents are obtained, as required under applicable data protection laws, for any personal data processed through this feature.
- **Acknowledges** that the Customer's decision to use external LLM providers such as ChatGPT may introduce additional privacy and security risks. The Customer releases Teramind from any liability related to the security, privacy, or compliance of external providers.
- **Agrees** that Teramind's liability for third-party LLM providers, including but not limited to Oracle's Cohere AI and ChatGPT, is solely limited to ensuring that these providers comply with Teramind's processing instructions. Teramind shall not be liable for any actions or omissions by these providers once data has been transferred to and processed by them in accordance with the Customer's choice.

## 7. Confidentiality

- **Definition of Confidential Information:** "Confidential Information" means all non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, proprietary information, trade secrets, technical data, software, business plans, customer data, financial data, pricing, methodologies, processes, designs, product development plans, and other commercially valuable information, whether marked as confidential or not. Confidential Information does not include information that:
  - (a) was already known to the Receiving Party without restriction on use or disclosure at the time of disclosure;
  - (b) becomes publicly known through no act or omission of the Receiving Party;
  - (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as proven through written evidence;
  - or
  - (d) is lawfully received from a third party without restriction on use or disclosure.
- **Obligations:** Both parties agree to:
  - (a) Maintain the confidentiality of all Confidential Information disclosed under this Agreement and use the same level of care to protect it as they would use to protect their own Confidential Information, but in no event less than a reasonable standard of care.
  - (b) Use Confidential Information solely for the purpose of fulfilling their obligations

under this Agreement.

(c) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as necessary to comply with applicable laws, regulations, or valid court orders, or to engage subcontractors or agents who are bound by confidentiality obligations no less restrictive than those in this Agreement.

- **Exceptions to Confidentiality:** If the Receiving Party is required by law, regulation, or legal process to disclose any Confidential Information, it shall:
  - (a) Provide the Disclosing Party with prompt written notice of such requirement, to the extent permitted by law, to allow the Disclosing Party to seek a protective order or other appropriate remedy.
  - (b) Disclose only the portion of the Confidential Information that is legally required, and make reasonable efforts to obtain assurances that such information will be treated confidentially.

8. Term and Termination. This Agreement allows You to access and use the Services for the term You selected by You when You purchased a license to access and use the Services, or during the free evaluation period granted to You by Teramind to evaluate the Services, unless earlier terminated as provided in this Agreement (the “Term”). Teramind reserves the right to terminate and/or suspend Your access to and use of the Offering, without notice and in Teramind’s sole discretion, if Teramind determines that Your use of the Offering or any portion thereof does not comply with the terms of this Agreement, including, without limitation, payment of applicable Fees when due.

The license and your access to the Offering and Services will automatically renew on a monthly or annual basis, for subsequent periods of the same length of the initial term, unless you provide written notice to Teramind expressing your desire to terminate the license at least 30 days prior to the end of the current term. Your continued use of the Offering and Services after the renewal date constitutes your acceptance of the new Terms of Service of the license.

You may not terminate this Agreement, Offering or any Private Offer, or your subscription to the Teramind services for convenience or without uncured (and not disputed) cause.

Except as otherwise expressly provided herein, all commitments entered into through a Private Offer on AWS Marketplace are non-cancellable, and you remain fully responsible for all fees and payment obligations through the full subscription term specified in the applicable order or offer and any automatic renewals that are not cancelled at least thirty (30) days before the end of the then current Service Term.

Any attempted early termination for convenience, or for reasons not constituting a non-disputed and uncured material breach by Teramind, shall be deemed invalid and shall not relieve you of any payment or performance obligations under this Agreement. Termination rights are limited solely to those expressly set forth in this section.

9. Registration, Access, and Security. If You use any portion of the Offering or provide Teramind any information through the Website or Services, including, without limitation, You or Your employer's name, logo, birth date, address, zip code, phone number, contact details, email address, password, or business description (collectively, Your "Account Data"), You agree to provide true, accurate, current, complete and up-to-date information. You further agree to provide any specific Account Data that Teramind deems mandatory. If You provide any information that is untrue, inaccurate, non-current or incomplete, or Teramind has reasonable grounds to suspect that such information is untrue, inaccurate, non-current or incomplete, then Teramind has the right to terminate or refuse any and all current or future access or use of the Offering (or any portion thereof). Teramind reserves the right to take any action that it deems necessary to ensure the security of the Offering and any account associated with You ("Account"), including without limitation changing Your password, terminating Your Account, or requesting additional information to authorize actions made on Your Account. You are solely responsible for keeping Your Account Data and any security questions and responses associated with Your Account confidential. Anyone with knowledge of or access to Your Account Data or the security questions and responses associated with Your Account can use that information to gain access to Your Account. You are solely liable for any use of Your Account by You or any other person or entity including any claims, damages, losses, costs or other liabilities resulting from or caused by any use of the Account, or failure to keep Your Account Data and the security questions and responses confidential, whether such failure occurs with or without Your knowledge or consent and regardless of any negligence or lack thereof. You will immediately notify Teramind of any suspected or actual unauthorized access to or use of Your Account Data or any other breach of Your Account security.

You are responsible for providing and maintaining, at Your own risk, option and expense, any hardware, software, and communication lines required to access and use the Offering, and Teramind reserves the right to change the access configuration of the Offering or any portion thereof at any time without prior notice.

10. Privacy. You may view a copy of Teramind's Data Privacy Addendum (DPA) and privacy policy, both of which are incorporated herein by reference, here (and together the "Privacy Policy"), which explains Teramind's practices relating to the collection and use of Your information outside of the Services..

The following provisions apply to Personal Information provided through the Services that is subject to the California Consumer Privacy Act of 2018, as amended and supplemented by the California Privacy Rights Act of 2020, as may be further amended from time to time, and their implementing regulations (“CCPA”), or to any other Personal Information to the extent required by other applicable data protection laws, Teramind shall not:

Sell or share Personal Information (as the terms “sell” and “share” are defined in the CCPA) or any other similar concepts defined in applicable data protection laws.

Combine Personal Information that Teramind receives from, or on behalf of, You with controller data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a data subject, except to perform the business purpose specified in the EULA or this Agreement.

Teramind certifies that it understands the restrictions set forth in this Section 8 and, without limiting any of its other obligations under this Agreement, shall comply with these restrictions. You may monitor Teramind’s compliance with this Agreement through reviews, audits, or regular assessments to be conducted in the form of a written questionnaire once per year as fully outlined in Teramind’s Data Processing Agreement (“DPA”). The current DPA of Teramind is hereby incorporated into this Agreement by reference. If the requested audit scope is addressed in an ISO or similar audit report issued by a third party auditor within the prior twelve (12) months and Teramind provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

You shall have the right to take reasonable and appropriate steps to help ensure that Teramind uses the Personal Information in a manner consistent with Your obligations under the CCPA. Upon notice, You reserve the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.

11.a: Fees. Fees for the Services are initially as set forth when You purchased a license to access and use the Services (“Fees”) and shall be payable in accordance with this Agreement. Teramind reserves the right to change the Fees upon thirty (30) days’ notice to You. Your continued use of the Services after such modifications will be deemed to be Your conclusive acceptance of such changes. If You are dissatisfied as a result of such changes, Your only recourse is to terminate Your access to the Offering.

Unless otherwise stated by Teramind, Teramind’s Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (excluding any taxes based on Teramind’s net income)



(collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchase of the license to access and use the Offering hereunder. If Teramind has the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount will be invoiced to and paid by You in accordance with the terms of such invoice, unless You provide Teramind with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Teramind is solely responsible for taxes assessable against it based on Teramind’s income, property, and employees.

Payments for the Services purchased through the Website will be processed by a third party payment gateway. Your use of the third party payment gateway may be subject to Your agreement with additional terms and conditions provided by the third party. We have no liability for any disagreement between You and the third party payment processor which may arise out of those additional terms and conditions. All fees paid or payable for the Teramind services are non-refundable and non-cancellable. Once You have accepted a Private Offer via AWS Marketplace and access to the services has been provisioned, You shall have no right to cancel the subscription, receive a refund, or claim service credits, except as required by applicable law or as expressly agreed to in writing by Teramind.

Any refund requests must be submitted directly to Teramind in writing. Teramind, in its sole discretion, may evaluate such requests but shall have no obligation to approve or authorize any refund or credit. Customer acknowledges that AWS Marketplace may have separate refund policies applicable to AWS infrastructure services or billing errors, but those policies do not entitle the Customer to a refund of amounts paid for Teramind services unless Teramind explicitly agrees to such refund.

If You purchase the Services on the Website, You agree to pay, using a valid credit card (or other form of payment that Teramind may accept from time to time), the applicable Fees and Taxes (defined below) set forth in the offer that You accepted. Teramind and its third party payment gateway accepts most generally-accepted credit card brands; however, Teramind or the third party payment gateway may add or change the cards which it accepts, at any time, in its sole discretion. All Fees and Taxes paid to Teramind are nonrefundable.

Teramind will automatically charge your credit card or send an invoice to the billing address on file for any renewal fees. If Teramind is unable to charge the credit card or receive payment for the renewal fee, Teramind reserves the right to terminate the license and access to the Software, or charge the applicable interest for late payment as stated in these Terms of Service.

All authorized charges will be billed to Your designated credit card account (or other payment method), on the terms described at the time of Your purchase. If a payment hold cannot be charged to Your credit card as set forth above, Teramind reserves the right to cancel Your order. It is Your responsibility to ensure that sufficient funds are available to cover the charges for the products, and Teramind has no liability for any overdraft or other fees that You may incur as a result of processing Your payment.

If Your Teramind is unable to process your designated payment method, then, in addition and cumulative to any and all other remedies available to Teramind under this Agreement or at law or in equity, Teramind may, without any prior notice, suspend and/or terminate your access to and use of the Offering and stop providing any support to You or any of Your users.

Any amount not paid when due shall accrue interest at the lesser of the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

#### 11.b: Refund Processing and Marketplace Disclaimer

You acknowledge and agree that all fees for Teramind services purchased through AWS Marketplace are governed by this Agreement and are non-refundable unless expressly approved in writing by Teramind. Although AWS may operate as the billing and transactional platform for your subscription, AWS does not control, authorize, or process refunds for Teramind services unless such action has been expressly requested or approved by Teramind in accordance with this Agreement.

Any refund, credit, or cancellation issued by AWS without Teramind's prior written approval—whether pursuant to AWS's infrastructure-level policies, free trial transitions, or billing platform practices—shall not be deemed authorized by Teramind and shall not relieve you of your payment obligations under this Agreement. Teramind reserves the right to enforce the full financial commitment associated with any Private Offer or subscription term, notwithstanding any contrary action or accommodation made by AWS.

You further acknowledge that AWS's refund policies apply solely to AWS services and infrastructure, and do not create any rights, remedies, or entitlements with respect to Teramind's services absent Teramind's independent written agreement.

12. Content. You acknowledge and agree that all right, title and interest in and to the information, data, software, photographs, graphics, videos and other material provided by Teramind in connection with the Offering, including, without limitation, any copyrights in or other proprietary rights therein (collectively the "Content"), belong to Teramind and its content providers, and You will not assert any claims to the contrary. You may not: (i) copy,

edit, alter, modify or prepare any derivative works of the Content or any portion thereof; (ii) remove or alter any credits, notices (including, without limitation, copyright, trademark and service mark notices), or logos which are included as a part of the Services; or (iii) resell, sublicense or otherwise transfer, distribute or make available to others all or any portion of the Content in any form.

13. User Materials. As part of the Services, You may create or provide, or the Services may collect, information, data and other materials in electronic format that will be collected and/or processed through the Offering (collectively “User Materials”). User Materials include, without limitation, information that You provide in the online registration form, information collected from individuals as part of Your use of the Offering, IP Address, location information, date and time, browser type, telemetry data, product usage data, diagnostic data, and similar content Teramind collects or generates in connection with your or your use of the Offering. In addition, the Services can be configured to capture the following data from subjects monitored by the Services: screen recording, keystrokes, website visit history, application usage history, search engine queries, emails, instant messages, social media posts, audio, printed documents, network activity, log in / log out activity, file transfer activity, and time active/idle. You represent and warrant that You have obtained all necessary third party rights, licenses, permissions, and consents, including, without limitation, copyrights, for any User Materials that belong to or originate from third parties and consents where required by applicable Laws for the collection of information from Your Workforce. You acknowledge that by providing any User Materials to Teramind, You authorize Teramind to use User Materials for Your use of the Services, including, without limitation, registering You to use the Services, billing You for the Services, permitting You to access Your User Materials, personalizing communications to You, and generally to improve or enhance the Services.

Subject to applicable Laws, Teramind will have the right, in its discretion, to store User Materials or delete User Materials following the expiration or termination of the Services. Teramind will use reasonable efforts to notify You before it deletes any User Materials, but Teramind shall not be responsible or liable if it fails to do so or if You do not receive Teramind’s notification. While Teramind will implement commercially reasonable security measures to maintain the security of User Materials, You acknowledge that, notwithstanding the security features of the Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, TERAMIND WILL NOT BE LIABLE TO YOU FOR ANY AUTHORIZED OR UNAUTHORIZED

DISCLOSURES OF, ACCESS TO, MODIFICATIONS TO, OR PROCESSING OF USER MATERIALS TO THIRD PARTIES OR ANY OTHER BREACHES OF SECURITY AFFECTING YOU OR YOUR USER MATERIALS.

You acknowledge and agree that right, title, and interest in and to all general, de-identified, anonymized or otherwise aggregated information based on User Materials from Your or Your Workforce's use of the Offering or data based on Your or Your Workforce's overall use of the Offering ("General Data") are and will remain the property of Teramind. You agree that Teramind compiles and may compile General Data based on User Materials and use of the Services. You consent to Teramind's use of General Data for any purpose, to the extent and in the manner permitted under applicable law, including for the purpose of product and service development, marketing, analytics, quality assurance, machine learning or artificial intelligence (including for the purposes of training and tuning of algorithms and models), improvement of the Offering or of Teramind's other products, or any combination thereof, and as otherwise provided in this Agreement. You, and by your authorization any individuals for which you have provided User Materials via the Services, hereby unconditionally and irrevocably assign to Teramind, all right, title, and interest in and to the General Data relating thereto.

14. Data Processing.

YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED ANY AND ALL NECESSARY CONSENTS FROM ALL INDIVIDUALS FOR WHICH YOU PROVIDE TERAMIND ACCESS TO OR PERSONAL INFORMATION REGARDING. YOU HEREBY GIVE CONSENT FOR TERAMIND TO DIRECTLY ACCESS ALL INFORMATION YOU OR YOUR AGENTS MAKE AVAILABLE TO TERAMIND VIA THE SERVICES.

To the extent Teramind processes deidentified data under this Agreement, Teramind shall: (1) take reasonable measures to ensure that the data cannot be associated with a data subject; (2) publicly commit via this Agreement to maintain and use the data in deidentified form and not to attempt to reidentify the data, except that Teramind may attempt to reidentify the data solely for the purpose of determining whether its deidentification processes satisfy the requirements of applicable privacy laws; and (3) contractually obligate any recipients of the data to comply with all provisions of applicable privacy laws applicable to deidentified data. Teramind's DPA is incorporated by reference through this section.

15. Ownership. The Offering and all rights therein are and will remain Teramind's property or the property of Teramind's licensors. Neither this Agreement nor Your use of any portion of the Offering conveys or grants to You any rights in or related to the Offering except for the

limited licenses Teramind grants You above. All trademarks, service marks and logos that are used or displayed on the Offering are owned by Teramind or Teramind's licensors. You must obtain Teramind's written permission prior to using any of Teramind's trademarks or service marks. Unauthorized use of any trademarks, service marks or logos used on the Offering may be a violation of state, national and international trademark laws. Additionally, Teramind's custom icons, graphics, logos, and scripting on the Offering may be covered by trademark, trade dress, copyright, or other proprietary right law, and may not be copied, modified, or used, in whole or in part, without Teramind's prior written permission.

16. Disclaimer. THE USE OF THE OFFERING IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND TERAMIND HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TERAMIND NEITHER REPRESENTS OR WARRANTS THAT THE OFFERING WILL BE PROVIDED IN AN UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR-FREE MANNER, NOR DOES TERAMIND MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OBTAINED FROM THE OFFERING OR AS TO THE ACCURACY OR RELIABILITY OF THE OFFERING OR OTHER CONTENT PROVIDED THROUGH THE OFFERING. YOU ASSUME TOTAL RESPONSIBILITY FOR THE SELECTION OF THE OFFERING TO ACHIEVE YOUR INTENDED RESULTS AND FOR YOUR USE OF THE RESULTS OBTAINED FROM THE OFFERING. TERAMIND DOES NOT WARRANT OR REPRESENT THAT THE OFFERING WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TERAMIND, ITS AGENTS, OR EMPLOYEES WILL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. ANY USE OF THE OFFERING IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14, YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE OFFERING SHALL BE TO DISCONTINUE USING THE OFFERING. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE SOFTWARE IS COMPATIBLE WITH YOUR DEVICES.

17. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT TERAMIND WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE OFFERING, INCLUDING, WITHOUT LIMITATION, THE SERVICES, SOFTWARE OR ANY CONTENT PROVIDED TO YOU ON OR THROUGH THE WEBSITE OR SERVICES, EVEN IF TERAMIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO: (A) ANY ACTION TAKEN IN CONNECTION

WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE OFFERING; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (C) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; (D) ANY INJURY, HARM, OR OTHER DAMAGE YOU MAY SUFFER AS A RESULT OF USING THE OFFERING; (E) RELIANCE BY ANY PARTY ON ANY CONTENT OR ACCOUNT DATA OBTAINED THROUGH USE OF THE OFFERING; AND (F) WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, FORCE MAJEURE EVENTS, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE OFFERING, OR RELATED INFORMATION OR PROGRAMS, THAT ARISE IN CONNECTION WITH: (1) MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU OR ANY CONSUMER; (2) INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE OFFERING; OR (3) COMPUTER VIRUSES.

TERAMIND'S TOTAL LIABILITY TO YOU RELATING TO THIS AGREEMENT, YOUR RELATIONSHIP WITH ANY MEMBER OF YOUR WORKFORCE, AND YOUR USE OF THE OFFERING OR ANY PORTION THEREOF, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE FEES YOU HAVE PAID IN THE TWELVE MONTHS (12) PRECEDING THE EVENT GIVING RISE TO LIABILITY, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN TEN UNITED STATES DOLLARS (\$10.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE USED THE OFFERING WITH A FULL UNDERSTANDING OF THE LIMITATION OF TERAMIND'S LIABILITY IN THIS AGREEMENT.

BY ACCESSING OR USING THE OFFERING, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to You to the extent prohibited by Laws. In such cases, Teramind's liability will be limited to the fullest extent permitted by applicable Laws. THIS DISCLAIMER OF LIABILITY APPLIES TO ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS OF DISPARATE IMPACT, DISPARATE TREATMENT, HARASSMENT, AND EMPLOYMENT DISCRIMINATION.

18. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD TERAMIND AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, PARTNERS AND LICENSORS HARMLESS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, CLAIMS, PROCEEDINGS, DEMANDS, EXPENSES, DAMAGES, SETTLEMENTS, JUDGMENTS, INJURIES, LIABILITIES, OBLIGATIONS, RISKS, AND COSTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, DUE TO, RELATING TO, OR ARISING OUT OF: (I) YOUR USE OF THE OFFERING OR ANY PORTION THEREOF; (II) YOUR OR ANY OF YOUR USERS' VIOLATION OF THIS AGREEMENT; (III) ANY USER MATERIALS OR ACCOUNT DATA YOU PROVIDE; (IV) YOUR NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; (V) YOUR ACCOUNT; AND/OR (VI) YOUR VIOLATION OF ANY APPLICABLE LAWS OR ANY RIGHTS OF ANOTHER ENTITY OR INDIVIDUAL WHETHER SUCH DAMAGES ARE ASSERTED ON THE BASIS OF CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Teramind reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify against, and You agree to cooperate in Teramind's defense of such matter. This indemnification will survive any termination of this Agreement.

Teramind shall indemnify, defend, and hold You harmless from and against any final judgment or settlement approved in writing by Teramind arising from a third-party claim brought in a court of competent jurisdiction alleging that the unmodified, uncombined version of Teramind's software, as made available by Teramind to you, directly infringes a valid, issued U.S. patent, registered copyright, or trade secret of such third party (a "Covered Claim"), provided solely that:

- (a) You provide Teramind with prompt written notice of the claim;
- (b) Teramind has sole control over the defense and settlement of the claim; and
- (c) You provide reasonable cooperation, information, and assistance as requested by Teramind, at Teramind's expense.

Teramind shall have no liability or obligation under this Section to the extent the alleged claim or loss arises out of or relates to:

- (i) Your use of the Teramind services in violation of this Agreement, applicable law, or any documentation or usage instructions provided by Teramind;
- (ii) any modifications, enhancements, or alterations made to the Teramind services by You or any third party other than Teramind;
- (iii) Your use of the Teramind services in combination with third-party software, hardware, services, systems, or data;
- (iv) Your failure to timely implement updates, upgrades, patches, or corrections made available by Teramind that would have avoided the claim; or

(v) the actions, omissions, infrastructure, or contractual arrangements of AWS or any other third-party provider, including services accessed through or hosted on the AWS Marketplace platform.

Teramind shall not be liable for any settlement it does not expressly approve in writing. In the event of a Covered Claim, Teramind may, at its sole option and expense: (i) procure for you the right to continue using the allegedly infringing services; (ii) modify the services to make them non-infringing; or (iii) terminate the affected portion of the services and refund any pre-paid, unused fees allocable to the terminated portion. This section is Teramind's sole and exclusive obligation with respect to third-party claims of intellectual property infringement or any claims subject to indemnification, and is your sole and exclusive remedy for such claims. No other damages, costs, remedies, or liabilities—whether direct, indirect, incidental, special, consequential, punitive, or otherwise—shall be available to you in connection with any indemnification obligation of Teramind, regardless of the legal theory asserted.

19. Violation of Rules; Disclosure of Information. Teramind reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Offering, including, without limitation, this Agreement, including the right to suspend or permanently block access and use from a particular Internet address to the Website and/or Services. Teramind may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Teramind reserves the right at all times to: (i) disclose any information as Teramind deems necessary to satisfy any applicable Laws or governmental request; and (ii) edit or remove any information or materials, in whole or in part, as applicable, in Teramind's sole discretion.

20. Third Party Websites. Some links on the Website or Services may navigate You away from the Website or Services or redirect You to other websites, including websites operated by third parties. The linked third party websites are not under Teramind's control, and the content available on the linked third party websites does not necessarily reflect Teramind's opinion or imply Teramind's recommendation or endorsement of the linked third party website or the opinions expressed therein. Teramind is not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personal information from or about You as well as non-personal information about Your visit. You should review the terms of use and privacy policies that are posted on any website that You visit before using any linked websites.

Teramind provides these links to other Internet sites as a convenience to You, and access to any other Internet sites linked to the Website or Services is at Your own risk. Teramind is



under no obligation to maintain any link on the Offering, and Teramind may remove a link at any time in its sole discretion for any reason whatsoever. Teramind will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website or for any action You may take as a result of linking to any such website.

21. No Fiduciary Relationship. There is no fiduciary relationship between You and Teramind. This Agreement does not create any relationship of principal-agent, partnership, joint venture, or employer-employee between You and Teramind. You may not enter into any contract on Teramind's behalf or bind Teramind in any way.

22. Right to Monitor. Teramind reserves the right, but not the responsibility or any obligation, to actively monitor the use of the Offering and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, Teramind may, at any time as it deems appropriate, remove any materials from the Offering that, in its sole discretion, may be illegal, may subject it to liability, may violate this Agreement, cause harm, or are, in Teramind's sole discretion, inconsistent with Teramind's purpose for the Offering.

23. Use Outside of the United States. The Offering is operated by Teramind from its offices within the United States of America. Those who choose to use the Offering from other locations do so on their own initiative and are responsible for compliance with applicable local Laws. You represent and warrant that: (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties.

24. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to the choice of law provisions thereof. Teramind and You expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act, the United Nations Convention on the Sale of Goods and the Convention on the Use of Electronic Communications in International Contracts. The parties agree that any matters that need to be brought in court must be brought in a state or federal court located in Cheyenne, Wyoming and the parties each hereby waive any objection to venue and/or such courts' lack of personal jurisdiction.

25. Force Majeure. Notwithstanding any other provision of this Agreement, neither You or Teramind shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due

to any cause beyond the reasonable control of, and without fault or negligence by, You, us, or Your or our officers, directors, employees, agents or contractors. Without limiting the foregoing, the following shall constitute events of “Force Majeure”: acts of State or governmental action, riots, war, terrorism, strikes, lockouts, prolonged shortage of energy supplies, epidemics, pandemics, any global, national, or local public health emergency or disease outbreak (including, without limitation, COVID-19 (a/k/a the 2019 Novel Coronavirus) or any similar disease(s)), fire, flood, hurricane, typhoon, earthquake, lightning, explosion, any other acts of God or any third party, the failure of telecommunications equipment or other hardware, any third party software or any third party services.

26. Teramind’s Remedies. You agree that any violation, or threatened violation, by You of this Agreement will cause Teramind irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to Teramind obtaining any injunctive or equitable relief that it deems necessary or appropriate. These remedies are in addition to any other remedies Teramind may have at law or in equity.

27. Dispute Resolution and Arbitration. The parties will use reasonable efforts to resolve any dispute arising of this Agreement through a meeting of designated business representatives from each party. If the parties fail to resolve the dispute within thirty (30) days, either party may seek any available legal relief, provided that Teramind is not obligated to follow this informal dispute resolution process to the extent Teramind reasonably believes that You have, in any manner, violated, attempted to violate, or threatened to violate Teramind’s intellectual property rights. After exhausting the informal dispute resolution process set forth above, any dispute or claim arising out of or relating to this Agreement and/or the Offering, except as set forth in this Section 25 and any claims that You have, in any manner, violated, attempted to violate, or threatened to violate Teramind’s intellectual property rights, which Teramind may, in its sole discretion, choose to bring in court or arbitration, shall be submitted to binding arbitration administered by the American Arbitration Association (“AAA”) under the then-existing Commercial Arbitration Rules (“Rules”). Reference to the AAA Rules does not constitute incorporation of the absolute right for the arbitrator(s) to decide any questions of arbitrability or jurisdiction. Either party may ask a court of competent jurisdiction to determine whether any particular dispute is arbitrable, without a presumption in favor of arbitration. The arbitration must be stayed during the pendency of any court action involving arbitrability or the arbitrator’s jurisdiction. The locale of the arbitration shall be Cheyenne, Wyoming. The arbitrator(s) may not award punitive damages or any relief that is not measured by the prevailing party’s actual damages and must apply the Limitation of Liability provision herein as written. The arbitrator(s) may not modify the terms of this Agreement. In no event, even if any other

portion of these provisions is held to be invalid or unenforceable, shall the arbitrator(s) have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. Either party may seek to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights to arbitrate in any court of competent jurisdiction.

28. Consent to Electronic Communications. You consent to Teramind providing You in electronic form any information or notices that Teramind may be required by Laws to send to You or that may pertain to the Offering provided pursuant to this Agreement, or use of information You may submit in connection with the Services provided pursuant to this Agreement (collectively “Information”). Teramind may provide Information to You: (1) via e-mail at the e-mail address You designated to Teramind (if any); or (2) in the course of Your use of the Services provided pursuant to this Agreement, including, without limitation, via a screen or page within the Website.

If Your e-mail address changes, You must notify Teramind of such change immediately. If You fail to do so, You understand and agree that any communications sent via e-mail shall nevertheless be deemed to have been provided or made available to You in electronic form. You may withdraw Your consent to receive Information by making a request in writing to the following address: Teramind Inc., US Headquarters: 37-24 24th Street, New York, NY. Please provide Your physical address and email address to request the change. If You choose to withdraw Your consent to electronic communications, then You may be unable to access certain features or functionality that would otherwise be made available to You.

29. Feedback. Teramind welcomes feedback, comments and suggestions for improvements to the Offering (“Feedback”). You can submit Feedback by emailing Teramind at [feedback@teramind.co](mailto:feedback@teramind.co). You grant to Teramind a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose without payment of any consideration, attribution, or any other remuneration to You .

30. Export. You shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction End-User operates or does business, such as the Export Administration Regulations maintained by the United States Department of Commerce, trade and

economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the United States Department of State. Without limiting the above, if You are acquiring or accompanying documentation on behalf of the U.S. government, it shall be subject to "Restricted Rights", as that term is defined in the Federal Acquisition Regulations

31. Miscellaneous. This Agreement and the rights granted hereunder shall not be assigned or transferred by You, in whole or in part. Any assignment or transfer in violation of the foregoing is null and void. Teramind shall be free to assign this Agreement without Your consent. Without limiting the foregoing, You may not provide any third party with access to the Offering. If any provision of this Agreement is held invalid, such invalidity shall not affect any other provisions of this Agreement. Headings are inserted for reference only and shall not be construed as a part of this Agreement. No failure or delay on the part of Teramind to exercise any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. This Agreement represents the entire understanding and agreement between You and Teramind concerning Your use of the Offering, and supersedes any prior representations, understandings or agreements. The Offering is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in applicable laws and regulations and/or the terms of this Agreement, to the extent such terms do not conflict with such applicable laws and regulations. This Agreement is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any third party. Only the parties to this Agreement may enforce it and only the parties to this Agreement may enforce the binding dispute resolution procedures.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE ANY PORTION OF THE OFFERING. BY USING THE OFFERING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.