END USER LICENSE AGREEMENT (EULA) - FLUID ATTACKS, INC.

This End User License Agreement ("Agreement") is entered into and becomes effective as of an "Effective Date" between Fluid Attacks, Inc. ("Fluid Attacks"), a commercial company with its principal address at 130 S Maple Walk Dr.Garner, North Carolina, 27520, United States of America, duly incorporated by Certificate of Incorporation, issued by the Secretary of State of the State of Delaware, United States of America, dated April 24, 2017, identified with the Taxpayer Identification Number (TIN) 92-3531363, and the client or the end user ("End User" or "Customer"). The parties to this Agreement may be referred to as "Party" in singular or as "Parties" in plural, which, for the purposes hereof and in order to be legally bound, agree to comply with the following:

1. DEFINITIONS:

"Affiliate" means an entity controlled by another that controls, or is under common control with, a Party during the period of such control. For the purposes herein, "control" means the power to direct the operation, policies, and management of an entity through ownership of more than fifty percent (50%) of the voting securities of such entity, by contract or otherwise.

"Assessment(s)" means the security testing conducted by Fluid Attacks on an application or other software as part of the Solution.

"Author(s)" means a person or automated entity that makes changes to the repositories of the systems under Assessment during a billing month.

"**Business Days**" means Monday through Friday, Eastern Time, excluding holidays recognized by Fluid Attacks.

"Confidential Information" means any information, whether disclosed in written, oral, electronic, or visual form, that is identified as confidential at the time of disclosure or should reasonably be understood as confidential given the nature of the information and the circumstances surrounding the disclosure, including, among others, business, operations, finances, technologies, products and services, pricing, personnel, customers, suppliers, and the Reports or results of the Assessments.

"Continuous Hacking" means continuous security testing through AppSec testing tools, AI, and/or a pentesting team to help the Customer detect and remediate security vulnerabilities throughout the SDLC. Continuous Hacking consists of two plans: Essential and Advanced. The latter is the complete package, while the former does not involve Fluid Attacks' pentesting team. Regardless of the plan the Customer chooses, both are referred to in this Agreement as the "Solution."

"Documentation" means a channel of Support from Fluid Attacks in which information about the Solution, security standards, vulnerabilities, remediation methods and more are shared. It is available at https://help.fluidattacks.com/portal/en/kb.

"Effective Date" means, unless otherwise agreed in writing by the Parties, the start date set out in the Work Order, or if no date is set in the Work Order, the date that the Solution is first made available to the Customer.

"End User or Customer" means any individual or entity that acquires or uses the Solution provided by Fluid Attacks in accordance with this Agreement.

"Force Majeure Event" means any act of God (an act of nature or the elements), terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either Party.

"Platform" means the dashboard Fluid Attacks provides for the Customer (https://app.fluidattacks.com/) to receive Reports, manage the risk exposure of their applications or other software, request or access Support, and keep track of the evolution of their cybersecurity posture.

"Report(s)" means any report, or any part of a report, accessible through the Platform, providing the results of the Assessments.

"Software" means any software provided by Fluid Attacks that the Customer may use in conjunction with the licensed Solution, such as the Platform, API, and IDE extensions, and may be subject to separate terms.

"Solution" means the particular security-related solutions and products associated with Continuous Hacking and any content provided by Fluid Attacks as part of it.

"Subscription Term" means the period during which the Customer has access to the Solution.

"Support" means all the help channels and tools that Fluid Attacks owns and provides to the Customer as part of the Solution, including Documentation, generative AI, and video tutorials.

2. WORK ORDERS: If at any time during the term of this Agreement, the Customer, through a written work order or other instruments requests Fluid Attacks to supply or perform the Solution and Fluid Attacks agrees to perform that Solution, each such request, regardless of its form, shall be deemed a "Work Order" governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Order that are contrary to any term of this Agreement shall be void unless the Customer and Fluid Attacks have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.

3. ADDITIONAL CONSUMPTION: If the number of Authors exceeds the quantity contracted through the AWS Marketplace Private Offer, the Customer acknowledges and agrees that Fluid Attacks shall generate a new Private Offer for a duration of 30 days. This offer shall include charges for the additional Authors consumed beyond the contracted amount. The Customer agrees to accept and comply with the terms of this new Private Offer as stipulated by Fluid Attacks.

4. END USER LICENSE: Fluid Attacks grants the End User a non-exclusive, non-transferable, and revocable license to access and use the Solution, during the Subscription Term, in accordance with the terms and conditions set forth in this Agreement. The license is deemed effective from the Effective Date and continues as long as the End User complies with the terms herein.

4.1. License scope: Fluid Attacks, upon payment by the Customer, grants them access to the Platform, as well as all other tools and options in the Solution's Software and Support.

4.2. Usage restrictions: The End User agrees to use the Solution in accordance with the terms and conditions set forth in this Agreement as well as with the scope and limits set forth in the license available at https://gitlab.com/fluidattacks/universe/-/blob/trunk/LICENSES/MPL-2.0.txt.

5. SUBSCRIPTION TERM: The duration of the license and subscription for the Solution acquired under this Agreement shall be effective from the start date and remain in force for the duration specified in the quotation or its respective renewals.

6. INDEMNITY: The Customer agrees to indemnify and hold Fluid Attacks harmless from any loss or damage, including reasonable attorney fees, costs, and expenses incurred by Fluid Attacks as a result of any claims related to or arising from the performance of the Customer's duties under this Agreement unless such loss or damage arises from Fluid Attacks' failure to perform its duties under this Agreement with reasonable care.

7. INTELLECTUAL PROPERTY: Fluid Attacks retains all intellectual property rights in any product invented or developed by its team in the course of or incidental to the performance of its work required under this Agreement. It is acknowledged that the End User does not acquire any intellectual property rights merely by using the Solution.

8. JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Florida, United States, without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Florida, United States. To the extent allowed by law, each Party waives its right to a jury trial for any matter arising from or relating to this Agreement.

9. FORCE MAJEURE: Except for the obligation to make payments when due and indemnification provisions under this Agreement, neither the Customer nor Fluid Attacks shall be liable to the other for any delay, damage, or failure caused or occasioned by a Force Majeure

Event. Delays due to any Force Majeure Event shall not be deemed to be a breach of or failure to perform under this Agreement by either Party. Neither the Customer nor Fluid Attacks shall be required, against its will, to adjust any labor or other similar dispute except in accordance with applicable law.

10. COMPLIANCE WITH LAWS: The Customer and Fluid Attacks agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either Party is required to pay any fine or penalty resulting from the other Party's violation of such laws, rules, or regulations, the Party who committed the direct violation shall immediately reimburse the other Party for such payment.

11. WARRANTY OF THE SOLUTION: Fluid Attacks warrants that the Solution will be provided with reasonable care in a professional, diligent, and competent manner. Fluid Attacks shall provide warranties for its services in accordance with the applicable Service Level Agreements (SLAs), available at https://help.fluidattacks.com/portal/en/kb/articles/service-level-agreement-summary. Fluid Attacks' obligation shall be to correct any non-conformance with this warranty, provided the Customer gives Fluid Attacks written notice within ten (10) Business Days following such non-conformance. The notice will specify and detail the non-conformance, and Fluid Attacks will have a reasonable amount of time to correct the non-conformance based on its severity and complexity.

11.1. Warranty disclaimer: Except as expressly set forth in this Agreement, neither Party makes any representation, warranty, or guarantee whatsoever, and all representations and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, are hereby disclaimed by both Parties to the maximum extent permitted by applicable law.

12. CONFIDENTIALITY: The Parties shall keep the terms of this Agreement and any Work Order issued hereunder confidential and shall only disclose the same as required by law, guaranteeing confidentiality even after the Subscription Term has expired. Information obtained by Fluid Attacks in the performance of work under this Agreement shall be deemed confidential and shall not be disclosed by Fluid Attacks or its employees, agents, or subcontractors to any person, firm, or corporation other than the Customer's designated representatives.

Notwithstanding anything stated herein, provided that Fluid Attacks shall not use or disclose Customer's Confidential Information, Fluid Attacks shall be free to use, exploit, and disclose its general skills, concepts, ideas, knowledge, and experience acquired or learned during the course of this Agreement and shall not be restricted from creating results for other clients that are similar to those provided to Customer. Each Party owns and retains all rights, including all intellectual property rights, in its respective Confidential Information.

Each Party agrees that with respect to the Confidential Information received from the other Party, it shall exercise the same degree of reasonable care in order to avoid disclosure or

leakage of the Confidential Information of the disclosing Party as if it were its own Confidential Information.

For the purposes proposed herein, Confidential Information shall not include information that (i) is publicly known at the time of disclosure, (ii) is lawfully received from a third party not bound in a confidential relationship with the disclosing Party, (iii) is published or otherwise known to the public by the disclosing Party, or (iv) was or is independently generated without use of the disclosing Party's Confidential Information.

For the security of Confidential Information, Fluid Attacks will always maintain the security policies set forth in its Documentation, which can be viewed at https://help.fluidattacks.com/portal/en/kb/compliance/confidentiality.

13. ACCESS TO REPOSITORIES. The Customer grants Fluid Attacks access to the source code repositories subject to Assessment, with read-only and cloning privileges across all branches. Such access shall be used solely for the performance of the Solution, the traceability of the activities carried out, and for audit purposes. Fluid Attacks agrees to maintain the confidentiality and protection of all information contained in such repositories in accordance with this Agreement and the applicable security policies.

14. SUPPORT: Fluid Attacks grants the Customer during the subscription period (i) automatic remediation and generation of remediation guides with AI for multiple vulnerabilities; (ii) Documentation with vulnerability remediation recommendations, among many other relevant information; (iii) unlimited reassessment to check that their vulnerabilities were remediated; (iv) resolution of fundamental doubts through the Platform and help@fluidattacks.com; (v) video tutorials and onboarding sessions on how to use the Platform; (vi) assistance from pentesters on complex issues (it applies only to the Continuous Hacking Advanced plan).

15. TERMINATION: This Agreement may be terminated (i) in the event of a breach by the End User of any of the provisions set forth in this Agreement after thirty (30) days prior notice of such breach by Fluid Attacks; (ii) immediately through written notice when either Party reasonably believes that the Agreement or actions of the other Party may lead to a violation of applicable laws, and this cannot be corrected immediately; or (iii) by mutual agreement when the Parties deem it appropriate; or (iv) upon the occurrence of any dishonest, fraudulent, or unlawful act by either Party, or by any of its employees, that may cause significant harm to the other Party

15.1. Effect of termination: Upon termination of this Agreement, all rights and licenses granted to the End User shall end. Therefore, the End User must cease accessing and using the Solution.

16. LIMITATION OF LIABILITY: In no event shall Fluid Attacks or its Affiliates be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the Solution, including but not limited to the loss of use or loss of data, regardless of form and including product liability, even if Fluid Attacks has been advised of the possibility of materialization of damages. In no event shall Fluid Attacks or its Affiliates be liable to the

Customer or any third party for any claims related to this Agreement in amounts that exceed the value of what was paid by the Customer to Fluid Attacks.

17. CHANGES TO TERMS: Any change, waiver, amendment, or modification of the terms set forth in this Agreement shall not be considered valid unless expressly agreed upon and in writing by the Parties, except for conditions that are mandatory according to applicable law.

18. PAYMENTS AND TAXES: All grants established in this Agreement and Fluid Attacks' obligations to provide the Solution are conditioned on the Customer or End User's payment compliance. The Solution shall be paid in advance unless otherwise specified in the quotation or Work Order. The End User shall be responsible for the payment of taxes and fees designated in any way. If the Customer requires the retention or deduction of any amount from the fees due to taxes, the Customer shall pay Fluid Attacks the additional balance ensuring that the net amount received by Fluid Attacks after taxes is the same as the gross amount of the Solution value.

By accepting this Agreement, the End User expresses their agreement with its terms and conditions.