MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the "Agreement"), effective **[ ]** (the "Effective Date"), is made by and between **Reversing Labs International GmbH**, a Swiss company, with a principal place of business at Seefeldstrasse 283, Zurich, CH-8008, Switzerland ("ReversingLabs"), and [ ] ("Customer") (each of ReversingLabs and Customer is a "Party" to this Agreement and collectively, the "Parties").

1. DEFINITIONS

1.1 Affiliates means any corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Authorized Reseller means any third party reseller, distributor or channel partner that has been authorized by ReversingLabs to resell the Software and/or Services to Customer.

1.3 Cloud Service means ReversingLabs' proprietary web-based (i.e. cloud based) data and software solutions described on the applicable Order Form.

1.4 Customer Data means all Data made available by Customer to ReversingLabs for use in connection with the Services. The term "Customer Data" excludes ReversingLabs Data.

1.5 Data means text, images, content, documents, materials, and all other forms of data, information, or communication.

1.6 Documentation means the documentation for the Software or Cloud Service generally supplied by ReversingLabs to assist its customers in the use of the Software or Cloud Service.

1.7 Feedback means any Customer provided reports, feedback, or other communication about any errors, problems, or defects in, or suggestions for changes and improvement to the Services and/or Software.

1.8 IP Rights means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights, including such rights as they exist as of the Effective Date, and all such rights subsequently acquired.

1.9 Losses means all claims, actions, proceedings, damages, losses, liabilities, and expenses, including reasonable attorney fees.

1.10 Maintenance Services means ReversingLabs' maintenance and technical support services for the Software as set forth in Exhibit C.

1.11 Order Form means each ordering document or quotation, which is issued by ReversingLabs or an Authorized Reseller, signed by duly authorized representatives of both Parties (or by Customer and an Authorized Reseller as the case may be), and references this Agreement. Each Order Form identifies the specific Software or Services ordered by Customer from ReversingLabs or Authorized Reseller, sets forth the prices for such Software or Services, and contains other applicable terms and conditions.

1.12 Professional Services means those development, consulting, training, or other professional services, if and as specified on an Order Form and/or on an SOW.

1.13 ReversingLabs Data means all Data made available by ReversingLabs to Customer in connection with Customer's use of the Services, including any detailed information related to and samples of known good files, known bad files and Internet locations stored, processed and otherwise maintained in the ReversingLabs' threat intelligence database, which information may be licensed for use with the Software or as part of the Cloud Service. The term "ReversingLabs Data" excludes Customer Data.

1.14 Sample is a subset of Customer Data that consists of sample malicious files, network information and related metadata. Samples will be classified as either "Shareable Samples" or "Non-Shareable Samples". Such classification is more fully described on the applicable Order Form.

1.15 Services means the Cloud Service, Maintenance Services, and any Professional Services provided by ReversingLabs pursuant to Section 2.1 (Services) hereof. Customer may order the Cloud Service, Maintenance Services, and/or Professional Services from ReversingLabs via an Order Form or SOW, all in accordance with this Agreement.

1.16 Software means the software products provided by ReversingLabs to Customer for on-premises use by Customer and its Users and which are listed on an Order Form, along with all updates, enhancements, bug fixes, and new releases thereto that ReversingLabs makes available to Customer hereunder.

1.17 SOW or Statement of Work means a document referencing this Agreement and signed by both Parties that sets forth Professional Services to be provided by ReversingLabs and certain other terms related thereto that are agreed between the Parties. The Parties acknowledge that for small Professional Services engagements, an Order Form may serve in place of the SOW.

1.18 Users mean individuals who are authorized by Customer to use the Software and/or Services, and, with respect to the Cloud Service, who have been supplied passwords by Customer (or by ReversingLabs at Customer's request). Users shall consist solely of designated employees and independent contractors of Customer (or its Affiliates, subject to Section 2.2 (Affiliates Not Under Direct Order Form) and 2.3 (Affiliates Under Direct Order Form)).

1.19 Work Product means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses, documentation, or other materials developed by ReversingLabs specifically for and delivered to Customer in the performance of Professional Services.

2. SERVICES

2.1 *Services*. ReversingLabs shall provide Customer with the specific Services and/or Software specified on an Order Form or SOW, as the case may be. Customer acknowledges that (i) the Cloud Service is provided in accordance with, and is subject to, the provisions set forth in this Agreement, the applicable Order Form, as well as the additional terms and conditions set forth on Exhibit A hereto; (ii) the Software is provided in accordance with, and is subject to, the provisions set forth in this Agreement, the applicable Order Form, as well as the additional terms and conditions set forth on Exhibit B hereto; (iii) Maintenance Services are provided in accordance with, and are subject to, the provisions set forth in this Agreement, the applicable Order Form, as well as the additional terms and conditions set forth on Exhibit C hereto; and (iv) the Professional Services are provided in accordance with, and are subject to, the provisions set forth in this Agreement and the applicable SOW (or Order Form as the case may be), as well as the additional terms and conditions set forth on Exhibit D hereto. *Any conflict between the terms and conditions set forth in this Agreement and any Order Form or SOW shall be resolved in favor of this Agreement unless such Order Form or SOW expressly references the conflicting provision in this Agreement that it is intended to control and states that it is to control.*

2.2 *Affiliates Not Under Direct Order Form*. Subject to the terms of the Order Form and this Agreement, Customer may make the Software available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate. By way of example, if an Order Form limits use of the Software or the Cloud Service to ten (10) Users, then the use by Customer and its Affiliates, when aggregated together, shall not exceed a total of ten (10) Users. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates, except where the Affiliate has signed its own Order Form with ReversingLabs pursuant to Section 2.3 (Affiliates Under Direct Order Form).

2.3 *Affiliates Under Direct Order Form.* In addition to Section 2.2 (Affiliates Not Under Direct Order Form), Customer or an Affiliate of Customer may enter into an Order Form with ReversingLabs or a ReversingLabs Affiliate to provide Software or Services to such Customer or a Customer Affiliate under the terms of this Agreement. Each Order Form, together with the terms of this Agreement, shall constitute and be construed as a separate agreement between the two parties entering into such Order Form. For the avoidance of doubt, upon the execution of an Order Form issued hereunder, the entities that are a party to such Order Form shall be subject to, and bound by, the terms of this Agreement as if each such entity executed this Agreement as "ReversingLabs" and "Customer," as applicable. ReversingLabs or any ReversingLabs Affiliate that is not a party to an Order Form shall not be jointly and severally liable for the obligations of the ReversingLabs Affiliate that is a party to such Order Form, and Customer or any Customer Affiliate that is not a party to an Order Form shall not be jointly or severally liable for the obligations of the Customer Affiliate that is a party to such Order Form.

3. FEES; PAYMENT TERMS

3.1 *Fees*. Customer agrees to pay ReversingLabs for the Software and Services provided and expenses incurred on the basis and at the rates specified in each Order Form or SOW, as the case may be. Unless otherwise set forth on the Order Form or SOW, payment shall be due within thirty (30) days after the date of receipt of ReversingLabs' invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one-and-one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good

faith dispute, and not paid when due. In addition to paying the applicable fees, Customer also shall pay all reasonable travel and out-of-pocket expenses incurred by ReversingLabs in connection with any Services rendered, but only where Customer pre-approved of such expenses in writing. For purchases made by Customer from an Authorized Reseller, Customer agrees to pay the Authorized Reseller the fees as agreed by and between Customer and the Authorized Reseller in accordance with any payment terms agreed by and between Customer and such Authorized Reseller.

3.2 *Disputed Charges*. If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, Customer shall pay the amounts due under this Agreement less the disputed amount, and the Parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Customer delivers a written statement to ReversingLabs on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer, and (ii) all other amounts due from Customer that are not in dispute have been paid as and when required under this Agreement.

3.3 *Taxes*. Customer shall be solely and exclusively responsible for the payment of required sales, use, VAT, and similar taxes arising from or relating to the Software and/or Services, except for taxes related to the net income of ReversingLabs. If withholding taxes are imposed on any payment made by Customer to ReversingLabs under this Agreement, Customer shall (i) deduct such taxes from the payment made to ReversingLabs, (ii) timely pay the taxes to the proper taxing authority, (iii) send proof of payment to ReversingLabs and certify receipt of such payment by the taxing authority within thirty (30) days following receipt of such certification from the taxing authority and (iv) increase (i.e. gross up) the amount payable to ReversingLabs so that ReversingLabs receives the full amount it would have received had no such taxes been withheld (including additional amounts withheld on amounts payable pursuant to this Section 3.3). Customer shall be responsible for all additions to tax, interest and penalty charges imposed with respect to any failure to timely withhold and/or remit any required withholding tax.

4. CONFIDENTIALITY

4.1 *Confidential Information*. For the purpose of this Agreement, "Confidential Information" means non-public information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, or any other information which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party or which is of a confidential nature even though not specifically so designated. ReversingLabs' Confidential Information includes the Software, Documentation, pricing and all ReversingLabs Data and Customer's Confidential Information includes all Customer Data. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party, as shown by the receiving Party's files and records; (iv) is obtained by the receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession. Each of the Parties agrees: (a) not to disclose any of the other Party's Confidential Information to any third parties except as mandated by law and except to those agents, advisors, or subcontractors who have a reasonable need to access such information, and who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (b) not to use any of the other Party's Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (c) to keep the other Party's Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. If a Party is required in a legal or regulatory proceeding or otherwise by law to disclose the other party's Confidential Information, it will promptly notify the other Party (providing notice prior to disclosure if permitted by law), and if such other Party does not seek or obtain appropriate remedies prior to disclosure, the Party may disclose only the portion of that Confidential Information it is legally required to disclose after exercising reasonable efforts to obtain confidential treatment of that information.

4.2 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the

posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4.3 *Return or Destruction*. Upon expiration or earlier termination of this Agreement, or at the written request of the other Party, each Party shall promptly return or permanently destroy the other Party's Confidential Information (including all other information, records and materials to the extent developed from the other Party's Confidential Information) consistent with then-current industry standards, with written certification of destruction provided upon request of the other Party. Notwithstanding the foregoing, either Party may retain copies of the other Party's Confidential Information to the extent (i) such Party retains ongoing rights or is required to comply with applicable laws or legal retention obligations, or (ii) such information is kept or maintained for an established duration as backup data strictly for disaster recovery purposes or in a Party's general working papers in the ordinary course of business. Such Confidential Information shall remain subject to the terms and conditions herein, which shall survive termination of this Agreement.

5. LIMITED WARRANTIES

5.1 *Services and Software Warranty*. The warranties for the Cloud Service, the Software, Maintenance Services and Professional Services are set forth in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto, respectively.

5.2 *No Other Warranty*. REVERSINGLABS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE ERROR-FREE, OR THAT THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT ALL ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED, OR THAT THE OVERALL SYSTEM THAT MAKES THE CLOUD SERVICE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT REVERSINGLABS DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND/OR MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD REVERSINGLABS RESPONSIBLE THEREFOR. THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY REVERSINGLABS. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING THE EXHIBITS), THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND REVERSINGLABS EXPRESSLY DISCLAIMS OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND SOFTWARE ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE SERVICES NOR SOFTWARE ARE DESIGNED FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR ENVIRONMENT WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE.

6. LIMITATION OF LIABILITY.

6.1 *Consequential Damage Waiver*. EXCEPT FOR A VIOLATION BY CUSTOMER OF ANY OF REVERSINGLABS' INTELLECTUAL PROPERTY RIGHTS OR A PARTY'S BREACH OF SECTION 4 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

6.2 *Limitation of Liability*. EXCEPT AS MAY ARISE OUT OF REVERSINGLABS' BREACH OF SECTION 4 (CONFIDENTIALITY), THE TOTAL CUMULATIVE LIABILITY OF REVERSINGLABS TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER TO REVERSINGLABS DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THE OPERATIVE ORDER FORM OR SOW FOR THE SERVICES OR SOFTWARE GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN EACH ORDER FORM AND SOW REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION

OF LIABILITY SPECIFIED HEREIN. THE FOREGOING LIMITATIONS DO NOT AFFECT A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, ANY LIABILITY FROM FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. TERM

7.1 *Term*. This Agreement will commence on the Effective Date as set forth above and will continue in effect until otherwise terminated in accordance with Section 7.2 (Termination) below. The term of each Order Form for any Services or Software shall be set forth on the Order Form. Upon the expiration of the initial term of any Order Form or any renewal term, unless either Party provides the other with written notice of its election not to renew such Order Form at least thirty (30) days prior to such renewal date, the Order Form will automatically renew, for additional periods of one (1) year each . ReversingLabs reserves the right to change the rates, applicable charges and usage policies, and to introduce new charges, for such Order Form upon providing Customer written notice thereof (which notice may be provided by e-mail) at least sixty (60) days prior to the then-current renewal date.

7.2 *Termination*. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form or SOW (i) immediately in the event of a material breach of this Agreement or any such Order Form or SOW by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party; or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Form or SOW shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms and SOWs. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Order Forms or SOWs then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form and SOW.

7.3 *Effect of Termination*. Upon any termination or expiration of this Agreement, or any applicable Order Form or SOW, ReversingLabs shall no longer provide the applicable Services to Customer, and Customer shall cease and cause its Users to cease using the Services and the Software. No refund shall be provided unless termination was by Customer due to ReversingLabs' uncured breach, in which case Customer shall be entitled to a refund of prepaid, unused fees paid for the balance of the unexpired term of the Order Form or SOW. Except as expressly provided herein, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon any termination or expiration of this Agreement, each Party shall comply with the obligations set forth in Section 4.3 (Return or Destruction).

8. OWNERSHIP; USE OF CONTENT

8.1 Software. Except for the limited licenses granted to Customer under this Agreement, as between the Parties, ReversingLabs is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Cloud Service, Software, any related Documentation and all copies, modifications, and derivatives of the Cloud Service, Software or Documentation (in whole or in part), including all associated IP Rights. ReversingLabs reserves all rights not expressly granted by it to Customer under this Agreement. There are no implied rights.

8.2 *Customer Data*. Except for the limited licenses granted to Customer under this Agreement, as between the Parties, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. During the term of this Agreement, Customer hereby grants to ReversingLabs a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2 (Assignment)), royalty-free right to copy, modify, display, transmit, distribute, and otherwise access and use the Customer Data solely as necessary to provide the Software and/or Services to Customer. Notwithstanding the foregoing, Customer acknowledges and agrees that ReversingLabs shall have the right to copy, modify, distribute, transmit, display, and otherwise access and use any information, analysis, statistics, and other data generated by the Cloud Service (or derived from Customer's use of the Cloud Service), including compilation of aggregated statistics about the Cloud Service; provided, however, that ReversingLabs shall not publicly disclose or distribute any such data unless such data is in an aggregated or anonymized form that would not readily permit a third party to identify the data as associated with Customer. Except as provided in this Agreement, Customer shall be solely responsible for providing, updating, uploading, and maintaining all Customer Data. As between the Parties, the accuracy of Customer Data shall solely be Customer's responsibility.

8.3 *Samples*. Customer may, at its option, submit Samples to ReversingLabs for analysis. ReversingLabs may internally use Samples (both Shareable Samples and Non-Shareable Samples) to improve the quality and reliability of its Services and Software both during the term of this Agreement and thereafter. ReversingLabs will not provide any Non-Shareable Samples to any third party other than to its Affiliates (unless the Non-Shareable Sample is obtained from a public source or from a third party). ReversingLabs may, however, include and distribute any Shareable Samples in its threat intelligence database to its other customers and other third parties. Accordingly, by submitting Shareable Samples to ReversingLabs, Customer grants to ReversingLabs a perpetual, irrevocable, worldwide, transferrable, sub-licensable, royalty-free right to copy, modify, display, perform, distribute, and otherwise access and use the Shareable Samples. It is Customer's responsibility to use discretion in submitting Shareable Samples to ReversingLabs for analysis. If Customer believes a Shareable Sample has been submitted to ReversingLabs in error, Customer may notify ReversingLabs and request that the particular Sample be removed from its database.

8.4 *ReversingLabs Data.* ReversingLabs is and shall remain the sole and exclusive owner of all right, title, and interest in and to all ReversingLabs Data, including all associated IP Rights. During the term of this Agreement, ReversingLabs, under its IP Rights, grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2 (Assignment)), royalty-free right to internally use the ReversingLabs Data solely in connection with Customer's permitted use of the Cloud Service and Software, and for no other uses.

8.5 *Customer Obligations*. Customer is solely responsible for all Customer Data. ReversingLabs does not guarantee the accuracy, integrity, or quality of such Customer Data. Neither Customer nor its Users shall use the Cloud Service or Software to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) upload or otherwise transmit, display, or distribute any Customer Data that infringes any trademark, trade secret, copyright, or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Cloud Service or networks connected to the Cloud Service; or (e) violate any applicable law or regulation.

8.6 *Feedback*. In the event Customer provides ReversingLabs with Feedback, Customer hereby grants to ReversingLabs an irrevocable, fully-paid up, non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Feedback in any medium or format, whether now known or later developed. ReversingLabs acknowledges and agrees, however, that Feedback is provided by Customer and its Users on an "AS IS" basis without warranty, indemnity, or liability of any kind.

9. INDEMNIFICATION

9.1 *ReversingLabs Indemnification*. Subject to Section 9.3 (Indemnification Procedure) below, ReversingLabs will indemnify, defend, and hold Customer harmless from and against any and all Losses incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services, Software, or Work Product as permitted hereunder infringes any IP Rights of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services, Software, or Work Product in violation of this Agreement or applicable law; (b) use of the Services, Software, or Work Product after ReversingLabs notifies Customer to discontinue use because of an infringement claim; (c) any claim relating to any Customer Data or Customer provided materials; (d) modifications to the Services, Software, or Work Product made other than by ReversingLabs or its authorized agents (where the claim would not have arisen but for such modification); (e) the combination, operation, or use of the Services, Software, or Work Product with materials which were not provided by ReversingLabs, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by ReversingLabs with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Services, Software, or Work Product are held to infringe, ReversingLabs will, at its own expense, in its sole discretion use commercially reasonable efforts to either (a) procure a license that will protect Customer against such claim without cost to Customer; (b) replace the Services, Software, or Work Product with non-infringing Services, Software, or Work Product without loss of any material features or functionality; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form or SOW and refund to the Customer any prepaid unused fees paid to ReversingLabs for the infringing Services, Software, or Work Product as the case may be. The rights and remedies granted Customer under this Section 9.1 state ReversingLabs' entire liability, and Customer's exclusive

remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

9.2 *Customer Indemnification*. Subject to Section 9.3 (Indemnification Procedure) below, Customer shall indemnify, defend, and hold ReversingLabs harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against ReversingLabs alleging that the Customer Data, or any use thereof, infringes upon the IP Rights of others.

9.3 *Indemnification Procedure*. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit, or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is materially prejudiced thereby; and (ii) allow the indemnifying Party to control the defense of any claim, suit or proceeding and all negotiations for settlement, *provided* that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

10. GENERAL PROVISIONS

10.1 *Entire Agreement and Controlling Documents*. This Agreement, including all Exhibits hereto and all Order Forms and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Form or SOW and that is duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form or SOW. Any clickwrap agreement or similar terms accompanying the Software or Services will not be applicable to Customer. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the order is accepted by ReversingLabs. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

10.2 *Assignment*. This Agreement shall be binding upon and for the benefit of ReversingLabs, Customer, and their permitted successors and assigns. Either Party may assign this Agreement and all Order Forms and SOWs as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void.

10.3 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict-of-law provisions, and the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Wilmington, Delaware for the purposes of adjudicating any dispute arising out of this Agreement. The application of the United Nations convention on the Sale of Goods (CISG) shall not apply.

10.4 *Headings*. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.5 *Relationship of the Parties*. ReversingLabs and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, joint venturers, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties, or representations, or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

10.6 *Certification and Audit*. At ReversingLabs' written request and no more than once every twelve (12) months, Customer shall provide ReversingLabs with a signed certification (i) verifying that the Software and/or Cloud Service is being used pursuant to the provisions of this Agreement. In addition to the foregoing, ReversingLabs may, upon written notification to Customer, perform an audit, not more than once per twelve (12) month period, of Customer's use of the Software and/or Cloud Service and Customer's compliance with the provisions of this Agreement. Any such audit shall be made at ReversingLabs' expense and shall occur during the Customer's normal business hours. ReversingLabs shall notify Customer, in writing, ten (10) business days prior to such audit. Such audit shall not

unreasonably interfere with Customer's business operations and Customer agrees to cooperate with ReversingLabs in any such audit.

10.7 *Publicity*. Neither Party will use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other Party without the prior written consent of the other Party; *provided* that ReversingLabs may include Customer's name and logo on lists of selected customers.

10.8 *Force Majeure*. Except for the obligation to make payments, a delay or failure by either Party in the performance of its obligations under the Agreement will not be deemed a default of the Agreement to the extent that the delay is attributable to a Force Majeure Event. The term "Force Majeure Event" means a force beyond the reasonable control of the affected party, including, without limitation, an act of war or terrorism; a travel ban; a quarantine; riot, civil disorder, or rebellion; a fire, flood, earthquake, epidemic, pandemic, public health emergency or similar act of God; a strike, lockout or similar labor dispute; or compliance with any law, ruling, order, regulation, requirement or instruction of any government or any department or agency thereof.

10.9 *Export; Government Restricted Rights*. Customer acknowledges that the export of any Software or Cloud Service is subject to export or import control and Customer agrees that any Software or Cloud Service or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. The Software, Cloud Service and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in ReversingLabs' standard commercial license. Thus, the Software and Cloud Service referenced herein, and the Documentation provided by ReversingLabs hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

10.10 *Open-Source Components*. Customer acknowledges that the Software may contain or be accompanied by certain third-party embedded open-source software components ("Open-Source Components"). These Open-Source Components, if any, are identified in, and subject to, special license notices, terms, and/or conditions as set forth in the Documentation and/or in an installation or similar file accompanying the Software ("Open-Source Notices").

10.11 *Notices.* Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt; or (iii) upon confirmation that an email sent to the other Party's designated email address was received. Notices shall be sent to the address of the Party set forth on the applicable Order Form or to the designated email address set forth in the signature block below. Either Party may change its address or designated email address by giving written notice of such change to the other Party.

10.12 *No Third-Party Beneficiaries*. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits, or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

10.13 *Counterpart Execution*. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

10.14 *Waiver and Severability.* Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

ReversingLabs and Customer have caused this Agreement to be executed as a document under seal by their duly authorized representatives as of the Effective Date.

Reversing Labs International GmbH	Customer: [_____]
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Email Address	**Email Address:**

Exhibit A
CLOUD SERVICE

In the event that Customer purchases Cloud Service, the following additional terms shall apply:

A. Cloud Service.

1. **Cloud Service**. Subject to the terms and conditions of this Exhibit A and the Agreement, ReversingLabs will provide Customer with access to the Cloud Service during the term set forth on the applicable Order Form. Customer is solely responsible for procuring and maintaining the network connections that connect the Customer network to the Cloud Service. ReversingLabs assumes no responsibility for the reliability or performance of any connections as described in this Section.

2. **License Grant**. Subject to the terms and conditions of this Exhibit A and the Agreement, and in consideration for the payment of fees set forth in each respective Order Form for the Cloud Service, ReversingLabs, under its IP Rights, hereby grants to Customer, solely during the term set forth on the applicable Order Form, a non-exclusive, non-transferable, limited license to allow the number of Users (if applicable) set forth on the applicable Order Form to access the Cloud Service solely for Customer's internal use (unless additional uses are set forth and described on the applicable Order Form) and solely for the specific service offering (as indicated on the applicable Order Form). Except as otherwise expressly set forth on the Order Form, this license is restricted to use by Customer and its Users and does not include the right to use Cloud Service on behalf of any third party or the right to permit any non-User to access or use the Cloud Service. Customer also agrees to be bound by any further restrictions set forth on the Order Form. All rights not expressly granted to Customer are reserved by ReversingLabs and its licensors. There are no implied rights. Except as expressly set forth in the Agreement or this Exhibit A, all fees are non-refundable.

3. **Licensed Volume**. Customer acknowledges that access and use of the Cloud Service is licensed for use up to the number of Users, API Calls or other metric purchased by Customer and set forth on the applicable Order Form (the "Volume Limitations"). By way of example, if an Order Form specifies a specific number of Users, then the Cloud Service may only be accessed and used for that number of Users. In the event that the Cloud Service is used in excess of the Volume Limitations set forth on the Order Form, Customer shall be obligated to pay ReversingLabs for the number of applicable Users or other metric purchased by Customer, as the case may be, in excess of such Volume Limitations at the rates set forth in the Order Form. Customer may also add licenses for additional Users or other metric purchased by Customer by executing a new Order Form or addendum thereto.

4. **Restrictions**. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Exhibit A and the Agreement. Unauthorized use, resale, or commercial exploitation of the Cloud Service in any way is expressly prohibited. Without ReversingLabs' express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Cloud Service, or access the Cloud Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Cloud Service. Except as expressly permitted herein, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license to the Cloud Service to any third party. In addition to ReversingLabs' other remedies hereunder, ReversingLabs reserves the right upon notice to Customer to terminate any User's right to access the Cloud Service if such User has violated any of the restrictions contained in the Agreement (including this Exhibit A).

5. **Ownership**. As between ReversingLabs and Customer, except for the limited licenses granted to Customer under this Agreement, ReversingLabs is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Cloud Service (excluding Customer Data), and all derivatives thereof (including any and IP Rights embodied therein or associated therewith), and ReversingLabs in no way conveys any right or interest in the Cloud Service other than a limited license to use them in accordance herewith.

6. **Cloud Service Warranty**. REVERSINGLABS WARRANTS THAT DURING THE TERM OF ANY ORDER FORM FOR THE CLOUD SERVICE, (I) THE CLOUD SERVICE WILL CONFORM, IN ALL MATERIAL RESPECTS, WITH ITS DOCUMENTATION; AND (II) IT WILL USE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT IT DOES NOT INTRODUCE ANY VIRUS, TROJAN HORSE, OR OTHER

MALICIOUS CODE INTO THE CLOUD SERVICE ENVIRONMENT. REVERSINGLABS DOES NOT WARRANT THAT IT WILL BE ABLE TO CORRECT ALL REPORTED DEFECTS OR THAT USE OF THE CLOUD SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. REVERSINGLABS MAKES NO WARRANTY REGARDING FEATURES OR SERVICES PROVIDED BY THIRD PARTIES. FOR ANY BREACH OF THE ABOVE WARRANTY, REVERSINGLABS WILL, AT NO ADDITIONAL COST TO CUSTOMER, PROVIDE REMEDIAL SERVICES NECESSARY TO ENABLE THE SERVICES TO CONFORM TO THE WARRANTY. CUSTOMER WILL PROVIDE REVERSINGLABS WITH A REASONABLE OPPORTUNITY TO REMEDY ANY BREACH AND REASONABLE ASSISTANCE IN REMEDYING ANY DEFECTS. SUCH WARRANTIES SHALL ONLY APPLY IF THE CLOUD SERVICE HAS BEEN UTILIZED BY CUSTOMER IN ACCORDANCE WITH THE ORDER FORM AND THIS AGREEMENT. IF REVERSINGLABS IS UNABLE TO REMEDY THE WARRANTY BREACH WITHIN THIRTY (30) DAYS THEN CUSTOMER MAY TERMINATE THE APPLICABLE ORDER FORM AND WILL RECEIVE A REFUND OF THE PREPAID, UNUSED FEES PAID BY CUSTOMER FOR THE BALANCE OF THE UNEXPIRED TERM OF THE ORDER FORM. THE REMEDIES SET OUT IN THIS SUBSECTION ARE CUSTOMER'S SOLE REMEDIES FOR BREACH OF THE ABOVE WARRANTIES.

7. **Handling of Customer Content Upon Termination**. Customer agrees that following termination of the Agreement, applicable Order Form, and/or use of the Cloud Service, ReversingLabs may immediately deactivate Customer's account and will delete all Customer Data within thirty (30) days of termination.

8. **Suspension**. Without limiting any of its other rights or remedies, ReversingLabs reserves the right to suspend Customer's or any User's access to the Cloud Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer or any User is in breach of this Agreement, including failure to pay any amounts due to ReversingLabs (beyond any applicable notice and cure period), (iii) if Customer's or its User's use of the Cloud Service results in (or is reasonably likely to result in) damage to or material degradation of the Cloud Service that could interfere with ReversingLabs' ability to provide access to the Cloud Service to other users, or (iv) if ReversingLabs receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires ReversingLabs to suspend or terminate Customer and/or any authorized User's access to the Cloud Service.

9. **Modifications to Cloud Service**. ReversingLabs may make modifications to the Cloud Service or particular components of the Cloud Service from time to time provided that such modifications do not materially degrade any functionality or features of the Cloud Service and ReversingLabs will use commercially reasonable efforts to notify Customer of any material modifications.

Exhibit B
SOFTWARE TERMS

In the event that Customer licenses any of ReversingLabs' Software for installation at a Customer location, the following additional terms shall apply:

1.1 **License.** Subject to the terms and conditions of this Agreement, upon the execution of an Order Form by ReversingLabs and Customer, ReversingLabs, under its IP Rights, grants to Customer a non-exclusive, non-transferable term license to install, execute, and use the Software, in object code form only, as well as the accompanying Documentation, solely for Customer's internal use (unless additional uses are set forth and described on the applicable Order Form), and solely in connection with the number of licenses licensed by Customer (as reflected on the Order Form). The foregoing license is subject to the other terms set forth in this Agreement, any additional terms set forth in the applicable Order Form, and payment of all applicable license fees. Notwithstanding the foregoing, Customer shall only use the Software and Documentation during the specified term set forth on the Order Form (the "License Term"). Except as expressly set forth in the Agreement or this Exhibit, all fees are non-refundable.

1.2 **Copies.** Customer may make a reasonable number of copies of the Software and Documentation solely for Customer's internal back-up and archival purposes only, provided that all such copies shall bear the original and unmodified copyright, patent, and other intellectual property markings as originally delivered by ReversingLabs.

1.3 **Delivery.** ReversingLabs shall deliver one (1) copy of the ordered Software and Documentation after its execution of the applicable Order Form or on such other date as may be specified in the applicable Order Form.

1.4 **Software Warranty.** REVERSINGLABS WARRANTS THAT DURING THE TERM OF ANY ORDER FORM FOR THE SOFTWARE, THE SOFTWARE WILL PERFORM IN MATERIAL CONFORMITY WITH ITS DOCUMENTATION. SUCH WARRANTY DOES NOT APPLY TO SOFTWARE THAT HAS BEEN DAMAGED, MISHANDLED, MISTREATED, ALTERED OR USED, MAINTAINED OR STORED CONTRARY TO ANY WRITTEN INSTRUCTIONS PROVIDED BY REVERSINGLABS. IF THE ABOVE WARRANTY IS BREACHED, REVERSINGLABS WILL, AT ITS OPTION AND AT NO COST TO CUSTOMER: (A) PROVIDE REMEDIAL SERVICES NECESSARY TO ENABLE THE SOFTWARE TO CONFORM TO THE WARRANTY; OR (B) REPLACE ANY DEFECTIVE SOFTWARE. IF REVERSINGLABS IS UNABLE TO FIX OR REPLACE THE DEFECTIVE SOFTWARE WITHIN THIRTY (30) DAYS THEN CUSTOMER MAY TERMINATE THE APPLICABLE ORDER FORM AND WILL RECEIVE A REFUND OF THE PREPAID, UNUSED FEES PAID BY CUSTOMER FOR THE BALANCE OF THE UNEXPIRED TERM OF THE ORDER FORM. CUSTOMER WILL NOTIFY REVERSINGLABS PROMPTLY IN WRITING OF ANY BREACH OF WARRANTY. THE REMEDIES SET OUT IN THIS SUBSECTION ARE CUSTOMER'S SOLE REMEDIES FOR BREACH OF THE ABOVE WARRANTIES.

1.5 **Users.** Unless otherwise expressly set forth on an Order Form, the Software may only be accessed and used by Customer and its Users; provided, however, that Customer shall take appropriate action, by instruction or agreement, to ensure that the Software is being used by such Users in accordance with the terms and conditions of this Agreement. Customer shall be liable for any breach of this Agreement by any of its Users.

1.6 **Restrictions.** Customer shall not and shall not allow any third party to (i) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the Software or Documentation; (iii) sell, lease, license, sublicense, copy (except as permitted in Section 1.2 above), market, or distribute the Software or Documentation; or (iv) use the Software for any timesharing, service bureau, subscription, rental, or similar uses without the express prior written consent of ReversingLabs in each instance or use the Software on behalf of any third party. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software.

Exhibit C
MAINTENANCE AND TECHNICAL SUPPORT

1. Maintenance

During the term of any Order Form then in effect, Customer shall be entitled to Upgrades as part of their order, at no additional charge.

For purposes of the foregoing, "Upgrades" means (i) interim releases of the Software or Cloud Service incorporating standard maintenance, improvements, patches, error corrections and enhancements, and (ii) full product releases of the Software or Cloud Service, which contain substantial functional enhancements. The content and timing of all Upgrades shall be determined by ReversingLabs in its sole discretion. Upgrades do not include any products that are marketed and priced separately by ReversingLabs or that ReversingLabs does not make available to all of its other customers as an upgrade of the Software or Cloud Service at no additional cost.

2. Technical Support

During the term of any Order Form then in effect, Customer shall be entitled to receive Maintenance Services at no additional cost. Technical support services are provided only for the standard version of the Software made generally available by ReversingLabs and do not apply to any custom software deliverables that may be provided by ReversingLabs to Customer as part of Professional Services. Maintenance Services includes all bug fixes.

3. Technical Support Availability

Maintenance Services is available during business hours Mon - Fri from 8am to 5pm EST to address any questions or issues.

3.1 Communication Channels

ReversingLabs Support offers the following communication channels:

- Customer Support Portal
- Email
- Phone support

3.2 Customer Support Portal

Support request tickets for Maintenance Services can also be initiated by visiting our ReversingLabs Customer Support portal. The Customer Support Portal provides the following:

- View announcements
- Download product Documentation
- Search our Knowledge Base
- Review our FAQs
- Find Software downloads
- Open and view support request tickets

3.3 Email

ReversingLabs Support can be contacted by sending an email to **support@reversinglabs.com**.

Sending an email to ReversingLabs Support opens a case automatically. ReversingLabs is committed to providing a human response within 8 business hours of receiving a support request. Email queries receive an automated response within 30 minutes.

3.4 Phone support

Customers can call the ReversingLabs Technical support line at 617-250-7518 for urgent issues during the Maintenance Services availability hours described above.

3.5 Response SLA Goals

Case Severity	Definition	SLOs			
		Initial Response Time Goal	Relief Time Goal	Escalation	Delivery of Resolution
Severity 1 (S1)	The problem causes an outage (client or backend) to a service (client or backend) so that it is completely unavailable.	4 hours	1 business days	Will begin as soon as possible and in any event within 1 business day, allocated resources will communicate action plans to the customer. Action plan will include estimated delivery time of resolution and/or solution.	ReversingLabs will use continual working day efforts to resolve Severity 1 problems.
Severity 2 (S2)	The problem causes a disruption of service (client or backend) but does not disrupt critical functions. No acceptable workaround is available.	8 hours	2 business days	Will begin as soon as possible and in any event within 2 business days the allocated resource will communicate an action plan to the customer. Action plan will include estimated delivery time of resolution and/or solution.	ReversingLabs will use continual working day efforts to resolve Severity 2 problems.
Severity 3 (S3)	The problem causes degradation to a service (client or backend) but does not disrupt critical functions. An acceptable (by the client) workaround is available until the problem is corrected.	5 business days	Next maintenance or full release	We will begin as soon as possible and in any event within 5 business days, allocated resources will communicate an action plan to the customer. Action Plan will include an estimated delivery time of resolution and/or solution.	Will be fixed in the next scheduled version
Severity 4 (S4)	This includes any other non-critical or non-serious problem to a service (client or backend) or workflow.	10 business days	Next maintenance or full release		Will be fixed in the next scheduled version if possible

Exhibit D
PROFESSIONAL SERVICES

In the event that Customer purchases any Professional Services, the following additional terms shall apply:

1. **Professional Services**. ReversingLabs will provide Professional Services pursuant to Order Forms or SOWs executed by the Parties and referencing this Agreement. Any Professional Services or Work Product not expressly described in the applicable SOW are considered outside the scope of the SOW. ReversingLabs will perform Professional Services remotely unless otherwise mutually agreed in writing.

2. **Customer Responsibilities**. The pricing in the Order Form or SOW assumes the participation of various Customer resources to ensure a smooth implementation such as data provision, system access and administration, testing assistance, user acceptance, and steering committee or stakeholder areas. The project is dependent upon active participation and the prompt response time from all Customer participants. Customer will provide access to necessary systems and resources in order for ReversingLabs to perform the Professional Services outlined in the Order Form or SOW. Customer acknowledges ReversingLabs' ability to fulfill its responsibilities under each Order Form or SOW is dependent upon Customer fulfilling its responsibilities described in the Order Form or SOW. Incorrect assumptions or information provided by Customer, delays on the part of Customer or any other failure of the Customer to meet its responsibilities may result in additional cost, delay in completion of the Professional Services, or inability to complete the Professional Services, and ReversingLabs shall not be liable for such failure or delay.

3. **Warranty.** REVERSINGLABS WARRANTS THAT ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER SHALL BE PROVIDED IN A COMPETENT MANNER IN ACCORDANCE WITH ANY SPECIFICATIONS SET FORTH IN THE ORDER FORM OR SOW (AS THE CASE MAY BE), IN ALL MATERIAL RESPECTS. REVERSINGLABS FURTHER WARRANTS THAT ANY WORK PRODUCT PROVIDED PURSUANT TO ANY PROFESSIONAL SERVICES ENGAGEMENT SHALL COMPLY, IN ALL MATERIAL RESPECTS, WITH THE SPECIFICATIONS (IF ANY) SET FORTH IN THE APPLICABLE ORDER FORM OR SOW. IF THE SERVICES ARE NOT PERFORMED AS WARRANTED OR THE WORK PRODUCT DOES NOT SO COMPLY, THEN, UPON CUSTOMER'S WRITTEN REQUEST, REVERSINGLABS SHALL PROMPTLY RE-PERFORM, OR CAUSE TO BE RE-PERFORMED, SUCH PROFESSIONAL SERVICES, AT NO ADDITIONAL CHARGE TO CUSTOMER. SUCH WARRANTIES AND OTHER OBLIGATIONS SHALL ONLY SURVIVE FOR THIRTY (30) DAYS FOLLOWING THE COMPLETION OF THE PROFESSIONAL SERVICES OR THE DELIVERY OF EACH APPLICABLE PORTION OF THE WORK PRODUCT, AS THE CASE MAY BE. SUCH RE-PERFORMANCE SHALL BE CUSTOMER'S EXCLUSIVE REMEDY AND REVERSINGLABS' SOLE LIABILITY FOR ANY SUCH NON-PERFORMANCE. IF, HOWEVER, AFTER REPEATED EFFORTS, REVERSINGLABS IS UNABLE TO REMEDY SUCH DEFECT IN ANY PROFESSIONAL SERVICES OR WORK PRODUCT, THEN CUSTOMER'S SOLE REMEDY AND REVERSINGLABS' ENTIRE LIABILITY SHALL BE TO REFUND TO CUSTOMER ANY AMOUNTS PREVIOUSLY PAID BY CUSTOMER FOR THE PARTICULAR DEFICIENT PORTION OF THE PROFESSIONAL SERVICES OR WORK PRODUCT.

4. **Work Product**. Except as otherwise expressly set forth in the Order Form or SOW, Customer will have a non-exclusive, non-transferable (except as set forth in Section 10.2 (Assignment) of the Agreement) license to use any Work Product developed by ReversingLabs in the performance of the Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with Customer's use of the Software or Cloud Service. ReversingLabs shall be the sole and exclusive owner of all right, title, and interest in and to all information, software, and other materials owned by it prior to this Agreement or which it develops independently of this Agreement, and all Work Product compiled or developed by ReversingLabs in the performance of Professional Services. All such information shall be treated as Confidential Information of ReversingLabs. ReversingLabs may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its Software or Cloud Service.

5. **Change Requests**. Either Party may request a change to Professional Services, and for such purpose shall submit to the other Party a written notice ("**Change Request**") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the Parties) after the receipt of such Change Request, the Parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both Parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the Parties shall complete and execute a change order.