

ROTATE PLATFORM TERMS OF USE

Last Updated: January 1, 2024

Welcome to Rotate, Inc., we provide a software-as-a-service (SaaS) cyber security solution (the “**Software**”); and to our website available at <https://WithRotate.com/> (the “**Website**”). The Software and Website together with its domains, subdomains, Content, Marks as well as any services (“**Services**”), features and content made available to you thereon; are collectively referred to as: the “**Platform**”. PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING ANY PART OF THE PLATFORM.

By using any part of the Platform, you expressly acknowledge and agree that you are entering into a legal agreement with Rotate Inc. (“**Rotate**”, “**we**”, “**us**” or “**our**”) and have understood and agreed to comply with, and be legally bound by, the following terms and conditions (the “**Terms**”).

By accessing or using Service (defined below), you agree to these Terms. IF YOU DO NOT ACCEPT THE TERMS, YOU MUST NOT CLICK "I AGREE/I ACCEPT/SIGN UP" (OR THE SIMILAR BUTTON OR CHECKBOX), AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE SERVICE.

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms, please do not use any part of the Platform.

1. **Background.** The Platform is operated and exclusively owned by Rotate Inc. We provide the Platform to entities customers and end users (“**Customers**”). Our Customers provide access to the Platform to their personnel who are authorized to manage the Customer's use of the Platform (“**Admin Users**”). Customers and Admin Users are together “**Users**” or “**you**”.
2. **Consent and Modification.** By using this Platform, you signify your assent to these Terms. These Terms apply to all users of the Platform. If you do not agree to these Terms then please do not access or otherwise use the Platform. We reserve the right, at our discretion, to change these Terms at any time, and your continued use of the Platform thereafter means that you accept those changes. By using this Platform, you commit to comply with applicable laws and regulations.
3. **Ability to Accept Terms.** The Platform is designed and intended for use by Users who are of legal capacity to create a binding legal agreement and who are not barred from receiving services under the laws of their jurisdiction (“**Legal Capacity**”). Accordingly, if you are not of Legal Capacity, you are not allowed to use the Platform without your parent or legal guardian. Be aware that we are not and shall not be held liable for any breach of this requirement.
4. **Platform License.** Subject to the terms and conditions of these Terms, we hereby grant you a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Rotate’s Software (the “**Service**”) during the Subscription Term (as defined below), solely for Customer's internal purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Subscription**” also includes any appliance and any manual or documentation (“**Documentation**”) provided or made available to Customer in connection with the operation of the Service. Customer may use the Service subject to the use limitations specified in these Terms and the respective order form or partner order form (if purchased via from a partner, reseller or distributor authorized by Rotate) (“**Partner**” and “**Order Form**” respectively) and applicable laws and regulations.
5. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service.
6. **License Restrictions.** You shall not: (i) copy, distribute or modify any part of the Platform without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose the Platform and/or Content (as defined below), except as expressly authorized herein; (iii) make the Platform available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iv) disrupt servers or networks connected to the Platform; (v) use or launch any automated system (including without limitation, “**robots**” and “**spiders**”) to access the Platform; (vi) use any communications systems provided by the Platform to send unauthorized and/or unsolicited commercial communications; (vii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Platform; (viii) remove, alter or obscure any copyright, trademark, or other Rotate proprietary notices from the Platform; (ix) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of,

the Platform; (x) use the Rotate name, logo or trademarks without our prior written consent; and/or (xi) use the Platform to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms. Customers who enable and/or provide access to the Platform to their Users, shall ensure such Users shall comply with these Terms and shall be responsible for any failure on behalf of such Users to comply with such Terms; (xii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (xiii) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (xiv) employ any hardware, software, device, or technique, or (xv) take any action that imposes or may impose (as determined in Rotate's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

7. **Operating Instructions.** Please carefully read the operating instructions which appear in the Platform. If you are a User, please make sure you carefully review and understand these instructions. If you are a Customer, you are required to make sure that your applicable Users understand and comply with, Rotate's operating instructions before enabling use of the Platform by any of your Users.

7.1. **General instructions**

- 7.1.1. **Uploading User content.** You shall be required by the customer you are affiliated with ("**Customer**") to upload certain financial and/or identification information to the Platform, in order to be able to provide you the Services. You shall only upload to the Platform information that was required by the Customer and as instructed by the Customer. Customer represents and warrants that it has the right to distribute, reproduce, publish, upload, and use the User content. You shall not upload excessive information and you shall not upload any personal, proprietary or confidential information about any third party without authorization of such third party.

Rotate may use Customer's and other third parties' information provided or uploaded by you to the Platform such as: email, logos, names, email addresses and any other identifying information. You represent and warrant that you have the right to distribute, reproduce, publish, upload, and use such Customers' and third parties information.

You shall be fully liable to us for our use of such Customers' or third parties' information provided by you as stated above and for any damages arising from your violation of any Customers' and/or any third parties' privacy and data protection rights. The Customer and/or the Users are fully responsible for the accuracy and completeness of the User information uploaded to the Platform. Rotate does not guarantee and shall not be liable for any inaccurate, incomplete or obsolete information provided by the Customer and/or User.

- 7.1.2. **Use of Third Party Components.** The Service and the Platform may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components will be provided upon request and may be updated from time to time by Rotate. If there is a conflict between any open source license and these Terms, then the open source license terms shall prevail but solely in connection with the related third party open source software. Rotate makes no warranty or indemnity hereunder with respect to any third party open source software and/or components and such are provided by Rotate, "as is" without any warranty of any kind, and subject to the license terms attached to such third party software, the provisions of these Terms shall apply to all such third party software as if they were Rotate and the Platform respectively.

Rotate may use phishing simulator models that incorporate third-party logos, brand names, marks, trademarks and copyrights, email addresses and any other identifying information (all the above is herein referred as "**Third Party Information**"), but only to the extent necessary to carry out the business function. You acknowledge and agree that the use of the Third Party Information is under your sole responsibility and Rotate shall bear no liability regarding such use.

- 7.1.3. **General Cautions.** While using the Platform, please make sure to follow these basic guidelines: (i) only use the Platform according to these Terms and/or as instructed by the Customer. Rotate shall not be liable for any action or inaction of the Customer or User when using the Platform.

8. **Account Setup.**

- 8.1. In order to access the Service, you are required to set up an administrative account with Rotate, by submitting the information requested in the applicable Service interface ("**Account**"), and each User may need to set up a user account (each, a "User Account", and references herein to the "Account" shall be deemed to include all

such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. You shall be responsible and liable for all activities that occur under or in the Account. You will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. You shall be fully responsible and liable for any breach of these Terms by a User. You shall be further responsible and liable for all activities of its unauthorized access or use of the Service which must be immediately reported to Rotate.

- 8.2. Hosting. The Service is hosted by a third party hosting services provider selected by Rotate ("Hosting Provider"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

9. **Subscription Fees.**

Subscription Fees. If you have purchased the Subscription directly from Rotate, you will pay Rotate the Subscription fees specified in the Order Form (the "**Fees**").

10. **Confidentiality.** Each party may have access to certain non-public information and materials of the other party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 10, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under these Terms ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing party.

11. **Updates and Upgrades; Support**

- 11.1. We may from time to time provide updates or upgrades to the Platform (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Platform. All references herein to the Platform shall include Revisions. These Terms shall govern any Revisions that replace or supplement the original Platform, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
- 11.2. During the Subscription Term, Rotate shall make reasonable efforts to provide you assistance via telephone, chatbot or email to answer any questions or concerns relating to the Platform. Additionally, if Rotate determines that in order to provide you such support it must do so by accessing the Platform remotely, you hereby provide your consent and grant Rotate the right to access the Platform remotely, including any associated computer equipment on which the Platform is installed. Notwithstanding the foregoing, Rotate shall not be responsible for providing support, maintenance or field service for the Platform.

12. **Intellectual Property Rights**

- 12.1. **Content and Marks.** The (i) The Platform and its content including, including without limitation, the Software, the Services and any part of them, the text, documents, articles, brochures, descriptions, products, graphics, photos, sounds, videos, interactive features (collectively, the "**Content**"), and (ii) trademarks, service marks and logos contained therein ("**Marks**"), are the property of Rotate and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Rotate", the Rotate logo, and other marks are Marks of Rotate or its affiliates. All other trademarks, service marks, and logos used on the Platform are the trademarks,

service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Platform and the Content.

- 12.2. **Use of Content.** Content on the Platform is provided to you for your personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent and you must retain all copyright and other proprietary notices contained therein.
- 12.3. **Feedback.** You may provide Rotate with feedback regarding the Platform (“Feedback”). Rotate shall receive full and exclusive ownership of all such Feedback and shall be free to use and/or incorporate into the Platform any such Feedback. Rotate may freely use, disclose, reproduce, license, distribute, commercialize and create derivative works of the Feedback in any Rotate products, technology, services, specification or other documentation and you are not entitled to any benefit or rights from such use, including royalties, attribution, etc.
13. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Platform is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
14. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Platform, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Rotate, its users or the public.
15. **Privacy.** When you use the Platform, you will provide us “**Personal Information**” (as defined in our privacy policy which is available at [add link] (the “**Privacy Policy**”). We will use any Personal Information that we may collect or obtain in connection with your use of the Platform in accordance with our privacy policy which is available at [add link] (the “**Privacy Policy**”) and the terms of our agreement with the Customer. You agree that we may use Personal Information that you provide or make available to us in accordance with the Privacy Policy. In addition, if you wish to access your Personal Information that we process, we will refer your request to the Customer you are affiliated with and we will comply with your request in accordance with the instructions of the Customer. For additional information about your rights in relation to the Personal Information, processed by us please see the “Your Rights” section in our Privacy Policy. In addition, Rotate is entitled to create and use aggregated, statistical information derived from the Users' data and which does not identify the User, without limitation.
16. **Warranty Disclaimers**
 - 16.1. This Section applies whether or not the Services provided under the Platform are for payment.
 - 16.2. THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ROTATE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ROTATE DOES NOT GUARANTEE THAT THE PLATFORM WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE PLATFORM MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT ROTATE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE PLATFORM BY A THIRD PARTY.
 - 16.3. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, ROTATE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION AND DATA YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE PLATFORM.
17. **Limitation of Liability**
 - 17.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ROTATE SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE

TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PLATFORM, EVEN IF ROTATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ROTATE FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PLATFORM EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY THE CUSTOMER TO ROTATE FOR USING THE PLATFORM DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM. IF NO FEES ARE PAID BY YOU, ROTATE'S AGGREGATE LIABILITY AS STATED ABOVE WILL NOT EXCEED (100) ONE HUNDRED USD.

18. **Indemnity.** You agree to defend, indemnify and hold harmless Rotate and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Platform; or (ii) your violation of these Terms.

19. **Term and Termination.** These Terms are effective until terminated by Rotate or you and, unless terminated in accordance herewith, shall continue in full force and effect until for the duration of the Initial Subscription Term or the initial subscription terms specified in the Partner Order Form (as the case may be) (the "**Initial Subscription Term**"). In case you purchased the subscription directly from Rotate, following such Initial Subscription Term, the Order Form shall automatically renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either party notifies the other party in writing of its intent not to renew the Order Form, not less than sixty (60) days prior to the expiration of the then-current Subscription Term.

Rotate, in its sole discretion, has the right to terminate these Terms and/or your access to the Platform, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Rotate shall not be liable to you or any third party for termination of the Platform, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Platform in any way, your only recourse is to immediately discontinue use of the Platform. Upon termination of these Terms, you shall cease all use of the Platform. This Section 19 and Sections 10 (*Confidentiality*), 17.212 (*Intellectual Property Rights*), 15 (*Privacy*), 16 (*Warranty Disclaimers*), 1717 (*Limitation of Liability*), 18 (*Indemnity*), 2020 (*Assignment*) and 21 (*General*) shall survive termination of these Terms.

20. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Rotate without restriction or notification to you.

21. **General.** Rotate reserves the right to discontinue or modify any aspect of the Platform at any time. These Terms and the relationship between you and Rotate shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the competent courts located in Delaware and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Rotate may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Rotate concerning the Platform. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.