



GAMBIT SECURITY SUBSCRIPTION AGREEMENT

This Subscription Agreement, including any of its exhibits, annexes, and appendices (collectively, the “**Agreement**”), effective on the earlier of: the date of (i) the execution of an Order referencing this Agreement; or (ii) Customer’s use of the Services (the “**Effective Date**”), entered into by and between Gambit Security Inc., a company incorporated under the laws of the state of Delaware, having its principal place of business at 135 Madison Ave, New York, NY 10016, on behalf of itself and its Affiliates (“**Company**”) and the entity referenced in the corresponding Order (“**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”).

By signing or otherwise accepting the Order (by clicking “I agree,” “accept,” or other similar button(s)), Customer acknowledges and represents that it has fully read and understood, and agrees to be bound by, the terms of this Agreement. To the extent that Customer agrees to this Agreement by clicking “I agree,” “accept,” or other similar button(s), Customer hereby waives 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. Customer may use the Services (as defined below) subject to the terms below.

1. Ordering. Customer may place an order for Services directly with Company via an order form (a “**Direct Order**”). If Customer has purchased the Services hereunder from a reseller, distributor or other channel partner (such as marketplace) authorized by Company (“**Partner**”), and any conflict exists between this Agreement and the agreement entered into between Customer and the Partner, including any purchase order thereunder (“**Partner Order**”), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not expressly contained in this Agreement shall apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company. An “**Order**” means a Direct Order or a Partner Order, as applicable.

2. Subscription.

2.1 License Grant. Subject to the terms and conditions of this Agreement (including payment obligations), Company hereby grants Customer, in connection with each Order, a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, and revocable (as provided herein) right to use, and/or remotely access (i.e., on a SaaS basis) Company’s resilience solution (the “**Platform**”) in object code form during the subscription period specified in an applicable Order (the “**Subscription Term**”) for Customer’s internal business purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Platform**” also includes all software, revisions, fixes, improvements and/or updates to the subscription type specified in an Order and any technical documentation provided or made available to Customer by Company in connection with the operation of the Platform (“**Documentation**”). Customer may only use the Platform in accordance with the Documentation, subject to any, use limitations or restrictions specified in this Agreement, an Order, and applicable laws and regulations. The Platform and any related services provided to Customer and detailed in an Order shall be referred to as the “**Services**”. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Services and for ensuring their compatibility with the Services.

2.2 Additional Purchases. Purchases of access and/or usage to additional modules, tools, functionalities, or features of the Platform (“**Features**”) and/or additional volume under the usage and limitations set forth in the applicable Order (collectively, “**Additional Purchases**”) shall be documented by a mutually signed written addendum to the Order or by executing a new Order, in each case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Services term therefor will be prorated to be coterminous with the Subscription Term.

2.3 Account Setup; Permitted Users. The Platform may be accessed solely by Customer, its employees or service providers who are explicitly authorized to use the Platform (each, a “**Permitted User**”). The number of Permitted Users and the scope of access shall be as set forth in the applicable Order. In order to access the Platform, Customer is required to set up an administrative account with Company by submitting the information requested in the applicable Platform



interface (“**Account**”), and each Permitted 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. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by a Permitted User and must ensure that each Permitted User complies with the terms of this Agreement at all times. Customer must immediately notify Company upon becoming aware of any unauthorized access to or use of the Platform.

3. Subscription Restrictions. As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer or any Permitted User shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, modify, alter, translate or create derivative works the Platform; (b) sell, assign, transfer, lease, rent, pledge, sublicense, or otherwise distribute the Platform to any third party (such as offering it as part of a time-sharing, outsourcing, or service bureau environment), or use the Platform to perform services for third-parties; (c) publicly perform, display, or communicate the Platform; (d) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as its underlying structure, sequence, organization, or algorithms) of the Platform; (e) remove, alter, or conceal any proprietary rights notices displayed on or in the Platform; (f) circumvent, disable, or otherwise interfere with security-related or technical features or protocols of the Platform; (g) use the Platform to develop any service or product that competes with (or is substantially similar to) the Platform; (h) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform; (i) use any open source or copyleft software in a manner that would require Company to disclose the source code of the Platform to any third party; (j) disclose to any third party the results of any testing or benchmarking of the Platform; (k) ship, transfer, export, or use the Platform in violation of applicable laws (including export laws) or in a manner that infringes the rights of any third party; or (l) take any action that imposes or may impose (as determined in Company’s reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (collectively, the “**Subscription Restrictions**”).

4. Evaluation; Beta Services.

4.1. **Evaluation Period.** Company may, at its sole discretion, offer Customer access to the Platform (or any Feature thereof) for a proof of concept, proof of value, or evaluation basis (“**Evaluation**”) for a period of up to thirty (30) days as determined by Company (“**Evaluation Period**”). Company may terminate any Evaluation Period at any time, for any reason or no reason. Upon expiration or termination of the Evaluation Period, Customer’s access to the Platform shall immediately cease unless Customer enters into a paid Order.

4.2. **Beta Services.** Company may, at its sole discretion, make available to Customer certain pre-release features, modules, or functionality designated as “beta,” “preview,” “early access,” or similar (“**Beta Services**”). Beta Services are provided for evaluation and testing purposes only and may contain bugs, errors, or other defects. Company may modify, suspend, or discontinue any Beta Services at any time without notice or liability. Customer acknowledges that Beta Services may not be made generally available and that Company makes no commitment regarding the availability, timeline, or functionality of any future release. Any information regarding Beta Services, including their existence, features, and performance, shall be deemed Company’s Confidential Information.

4.3. **General.** During any Evaluation Period or use of Beta Services, this Agreement shall apply in its entirety, except that: (a) Company shall have no obligation to provide support or maintenance services under the SLA; (b) the warranty set forth in Section 14, the indemnification obligations set forth in Section 16, and the SLA shall not apply; and (c) no Fees shall be due unless otherwise agreed in writing. NOTWITHSTANDING THE LIMITATION OF LIABILITY IN SECTION 15 OR ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY’S MAXIMUM AGGREGATE LIABILITY UNDER ANY EVALUATION AND BETA SHALL BE CAPPED AT ONE THOUSAND DOLLARS US (\$1,000 US). THE PLATFORM DURING THE EVALUATION PERIOD AND ALL BETA SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND.



5. Support and Maintenance.

5.1 Service Levels. Company shall provide support and maintenance services in accordance with Company's Service Level Agreement available at: www.gambit.security/sla, as may be amended by the company from time-to-time (the "SLA"). The support and maintenance services may be performed by Company and/or Company's certified third-party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. Company's support obligation shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform; (iii) use of the Platform other than in accordance with the Documentation; (iv) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid such failure; and (v) the combination of the Platform with equipment or software not authorized or provided by Company.

5.2 Updates and Upgrades. Customer acknowledges and agrees that Company may from time to time, during the Subscription Term, develop bug fixes and/or patches ("Updates"), which may remotely and automatically update and maintain the Platform components (including if installed on Customer's premises). Company shall have no responsibility, obligation, or liability of any kind whatsoever regarding versions of the Platform and/or Services that are not updated per the foregoing. In addition, Company may from time to time, during the Subscription Term, develop enhancements, new releases, new Features, new versions of and other changes to the Platform (collectively, "Upgrades"), which may remotely and automatically upgrade the Platform components (including if installed on Customer's premises). For clarity, such Updates and/or Upgrades do not include any generally-available (GA) release of the Platform (typically including new Features, functionality and/or enhancements) that is subject to the payment of separate fees.

6. Subscription Fees.

6.1 Fees. If Customer has purchased the Subscription directly from Company, this Section 6.1 shall apply. Customer shall pay Company the subscription fees and other related fees (if any) specified in the Order (the "Fees").

6.2 Payment Term; Taxes. Unless expressly stated otherwise in the Order: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law; (e) all amount payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction; and (f) If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

6.3 Purchases via Partner. If Customer purchased the Subscription via a Partner, all payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

7. Intellectual Property Rights.

7.1 Platform Ownership. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Platform, the Services and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless such modification improves the material functionality) and user interface of the Platform. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.



7.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions, or the like) regarding any of the Services (collectively, “**Feedback**”), all rights, including intellectual property rights in such Feedback, shall belong exclusively to Company, and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company shall in no way be obliged to make use of the Feedback.

7.3 **Account Data and Anonymized Data.** Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Platform by Customer for its internal business purposes, including to develop, improve, support, secure, and operate the Platform and to fulfill legal obligations (“**Account Data**”). Any anonymous information, derived from the use of the Platform (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use of the Platform) which is not personally identifiable information and does not identify Customer, its Affiliates, Permitted Users or any individuals connected to Customer or Customer Confidential Information (“**Anonymized Data**”) may be used by Company to provide the Services, for compliance with applicable laws, and for development and/or statistical purposes. Anonymized Data is Company's exclusive property.

8. **Customer Data.** As between the parties, Customer owns and retains all right, title and interest in and to any electronic data or information that originates, resides on, or is otherwise processed through Customer's systems and processed by Company in the provision of the Services, excluding Anonymized Data (“**Customer Data**”). Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license to access and use the Customer Data for Company's provision of the Services and as further specified in this Agreement. The Platform does not operate as an archive or file storage service, and Customer is solely responsible for backups, maintenance, and recovery of Customer Data, as well as for configuring and managing any data protection and availability features made available by the Platform, in accordance with Company's instructions. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws to allow Company to receive, transfer, and use the Customer Data in order to perform the Services and as further specified in this Agreement. Company may use or disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena, or governmental request; and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third-party service providers, and vendors, as reasonably necessary to provide the Services.

9. **Privacy.** To the extent that Customer Data contains any personally identifiable information, Customer warrants and represents that it has provided all appropriate notices, received the required consents or permits and/or have any and all ongoing legal bases, and has acted in compliance with applicable privacy laws and regulations, as to allow Company to use the Customer Data to perform the Services in accordance with this Agreement. To the extent applicable, the Parties shall comply with Company's Data Processing Agreement (“**DPA**”), which is available at <https://www.gambit.security/dpa> and forms an integral part of this Agreement.

10. **Security.** Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

11. **Third Party Components.**

11.1. **Third-Party Software.** The Platform may use or include third-party open-source software, files, libraries, or components, or other third-party software (collectively, “**Third Party SW**”), that may be distributed to Customer and are subject to third-party license terms. A list of any Third-Party SW and related licenses will be provided by Company upon request. If there is a conflict between any third-party license and the terms of this Agreement, then the third-party license terms shall prevail, but solely in connection with the related third-party software. Company makes no warranty or indemnity hereunder with respect to any third-party software.



11.2. **Integrations.** The Services may provide Customer with the ability to integrate certain functionalities of the Platform with applications or services separately provided to Customer by third parties ("**Third-Party Services**") via integrations built by either Company or the Third-Party Service provider ("**Integrations**"). Customer's use of such Integrations is optional, and does not imply any endorsement, or recommendation by Company of any Third-Party Services. Customer's use of any third-party system or service is subject the applicable third-party provider's terms. Customer hereby represents and warrants that it has the permission, authority, and rights for such Integrations and hereby grants Company permission for integrations where Customer links Customer's or its Third-Party Services in its user account or through such tools as Company may provide. Company disclaims any liability associated with providing Integrations on Customer's behalf. When Customer connects its systems, tools, or accounts for Integrations, Customer authorizes Company to: (i) store and use any data and use any materials Company needs to do the integration and provide Customer the Service, (ii) gather any data reasonably necessary for Company to provide the Services to Customer; and (iii) otherwise take any action in connection with such service as is reasonably necessary for Company to provide the Platform to Customer. Customer agrees that Third-Party Service providers are entitled to rely on the foregoing authorization Customer has granted. Customer hereby agrees that if its rights and authority to allow Company automatic access to such system(s) lapse, Customer will immediately disable such integrations from within its user accounts.

12. **Confidentiality.** "**Confidential Information**" means any and all non-public business, product, technology and marketing data and information whether written, oral or in any other medium disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. The Recipient will use the same standard of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information of a similar nature, but no less than reasonable care. Confidential Information does not include any information which the Recipient can demonstrate: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. The Recipient shall only permit access to the Discloser's Confidential Information to its and/or its Affiliates' respective employees, consultants, affiliates, service providers, agents, partners, and subcontractors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). The Recipient is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence review (i.e., a potential investment in a Party or a going-public transaction) subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser.

13. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

14. **LIMITED WARRANTIES.** COMPANY REPRESENTS AND WARRANTS THAT, UNDER NORMAL, AUTHORIZED USE, THE PLATFORM SHALL SUBSTANTIALLY PERFORM IN CONFORMANCE WITH ITS DOCUMENTATION. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE PLATFORM. THE WARRANTY SET FORTH HEREIN SHALL NOT APPLY IF THE FAILURE OF THE PLATFORM RESULTS FROM OR IS OTHERWISE ATTRIBUTABLE TO: (I) REPAIR, MAINTENANCE OR MODIFICATION OF THE PLATFORM BY PERSONS OTHER THAN COMPANY OR ITS AUTHORIZED CONTRACTORS; (II)



ACCIDENT, NEGLIGENCE, ABUSE OR MISUSE OF THE PLATFORM; (III) USE OF THE PLATFORM OTHER THAN IN ACCORDANCE WITH THE DOCUMENTATION; OR (IV) THE COMBINATION OF THE PLATFORM WITH EQUIPMENT OR SOFTWARE NOT AUTHORIZED OR PROVIDED BY COMPANY. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, PLATFORM FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

15. LIMITATION OF LIABILITY.

15.1 NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

15.2 WITHOUT DEROGATING FROM EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER): EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

16. Indemnification.

16.1 Company Indemnification. Company agrees to defend and indemnify Customer against, any third-party action or suit brought against Customer alleging that the Platform, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim. If the Platform becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order(s) based on the remaining period of the corresponding Subscription Term(s). Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; (ii) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid infringement; (iii) modification of the Platform made by a party other than the Company or its designee; or (iv) the combination or use of the Platform with equipment, devices or software not supplied by Company or not in accordance with the Documentation. This Section 16.1 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

16.2 Customer Indemnification. Customer hereby agrees to defend, indemnify and hold harmless Company, its Affiliates, and their respective employees, officers, directors, suppliers, and successors, against any damages incurred by them in connection with (i) a third party claim, suit or proceeding that the use of Customer Data and any other content provided by the Customer and/or Permitted Users, or the use of the Platform by the Customer and/or Permitted Users



infringes any intellectual property rights of a third party or violates any applicable law; (ii) the use or misuse of the Platform by the Customer, Permitted Users or any third party using the Platform.

16.3 Indemnification Procedures. The defense and indemnification obligations of the indemnifying Party under this Section 16 are subject to: (i) such indemnifying Party being given prompt written notice of the claim; (ii) such indemnifying Party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified Party providing all reasonable cooperation and assistance, at the indemnifying Party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying Party's defense of, or response to, such claim. The indemnifying Party will not be bound by any settlement that the indemnified Party enters into without the indemnifying Party's prior written consent.

17. Term and Termination.

17.1 Term. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the applicable Subscription Term.

17.2 Termination for Cause. Each Party may terminate this Agreement (and the respective Order) immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except for breach of payment obligations, which shall be governed by Section 17.3). Notwithstanding, if a Party files for petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, or makes any assignment for the benefit of creditors or takes or becomes subject to any action in furtherance of any of the foregoing, the other Party will be entitled to terminate this Agreement immediately by written notice.

17.3 Termination or Suspension by the Company. Company may immediately terminate or suspend the Customer's use of the Platform or any part thereof, without prior notice or liability, if: (a) Customer is fifteen (15) days or more overdue on a payment; (b) it believes, in its sole discretion, that the Customer or any third party is using the Platform in breach of Section 3 (Subscription Restrictions); (c) if Company reasonably determines a suspension is necessary to avoid material harm to Company or its other customers, including if the Platform's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control, or (d) as required by law or at the request of governmental entities. The aforementioned rights are in addition to any rights and remedies that may be available to the Company according to the Agreement and any applicable law.

17.4 Effect of Termination; Survival. Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Platform thereunder and shall, if applicable, remove the applicable Platform from all hard drives, networks and other storage media and destroy all copies of the applicable Platform in Customer's possession or under Customer's control, and to the extent requested by Company, provide a certification to that effect within ten (10) business days, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. If purchased directly from Company, following termination, all outstanding Fees and other charges that accrued as of termination, shall become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

18. Miscellaneous.

18.1 Affiliates. To the extent that an Order sets forth a right to use the Services by Customer's Affiliates, such Affiliates may use the Services subject to the Agreement. If a Customer Affiliate enters into an Order with Company, such Customer Affiliate agrees to be bound by the terms of this Agreement as if such Affiliate were an original party hereto. The Customer represents and warrants that it has sufficient rights and the authority to make this Agreement binding upon each of its Affiliates. For purposes of this definition, "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, the party specified. "**control**" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.



18.2 Publicity. Unless stated otherwise in an Order, Customer hereby grants Company a revocable right and license to: (a) use Customer's name to identify Customer as a customer of Company on Company's websites, presentations, marketing materials or otherwise (collectively, "**Marketing Materials**"); and/or (b) Customer's logo to identify Customer as customer of Company, in Company's Marketing Materials.

18.3 Entire Agreement. This Agreement, and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended (as set forth herein). Any terms and conditions (whether printed, linked to, or otherwise), within any Customer's purchase order or related correspondence that purport to modify or supplement the terms and conditions of this Agreement (or the corresponding Order), shall be void and of no effect.

18.4 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns.

18.5 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. All disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction in order to protect its proprietary rights. The law governing this arbitration agreement shall be the governing law set forth above. Each Party irrevocably waives its right to trial of any issue by jury.

18.6 Force Majeure. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, cloud service provider outage, power outages, pandemic or epidemic (or similar health crisis), or any other cause that is beyond the reasonable control of Company.

18.7 Severability; No Waiver. If a competent court finds any provision of this Agreement to be invalid, unenforceable, or illegal, the remaining provisions will remain in full force and effect, and such provision shall be reformed as necessary to make it valid, enforceable and legal. Neither Party's failure to enforce any right or provision herein will not constitute a waiver of such right or provision unless acknowledged and agreed by such Party in writing.

18.8 No Agency; No Third-Party Beneficiaries. This Agreement does not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Except as stated otherwise herein, this Agreement is for the sole benefit of the parties hereto, and nothing herein, expresses or implied, shall give, or be construed to give, any rights hereunder to any other person.

18.9 Government Use. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement.

18.10 Notices. All notices under this Agreement shall be in writing and shall be deemed given: (a) upon confirmed delivery, if sent by electronic mail before 13:00 hour (local time for the receiving Party) on a business day; (b) on the next business day, if sent by electronic mail after 13:00 hour (local time for the receiving Party) or on a non-business day; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed to the receiving Party at the address specified in the applicable Order or as otherwise updated in accordance with this Section. Notices to Company shall be sent to legal@gambit.security. Notices to Customer shall be sent to the email or physical address designated in the applicable Order. Each Party may update its notice address by providing written notice to the other Party in accordance with this Section.

18.11 Amendments. From time to time, Company may modify this Agreement. Unless otherwise specified by Company, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of



a new Order after the updated version of this Agreement goes into effect. Company will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order, and in any event continued use of the Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

Last Updated: August 12, 2026