

Menlo Security End User License Agreement

Updated on July 7, 2025

This End User License Agreement ("**EULA**" and/or "Agreement") between You/Customer and Menlo Security, Inc. and its Affiliates ("**Menlo Security**") sets forth the terms and conditions that govern Your use of the Menlo Security Software and Cloud Services (collectively, the "**Menlo Security Technology**"). Definitions of capitalized terms are set forth in Section 12 (Definitions).

BY ACCEPTING THE TERMS OF THIS EULA OR BY REGISTERING FOR, DOWNLOADING, INSTALLING, ACCESSING, DEPLOYING, OR USING THE MENLO SECURITY TECHNOLOGY, YOU UNCONDITIONALLY ACCEPT AND AGREE TO ALL OF THE TERMS OF THIS EULA TO THE EXCLUSION OF ANY OTHER TERMS. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY, BUSINESS OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS EULA, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY TO ENTER INTO THIS EULA OR YOU DO NOT AGREE WITH ALL OF ITS TERMS, YOU MAY NOT USE THE MENLO SECURITY TECHNOLOGY. THIS PARAGRAPH DOES NOT APPLY WHERE YOU HAVE EXPRESSLY AGREED TO SEPARATE END USER LICENSE TERMS WITH MENLO SECURITY EITHER DIRECTLY OR AS PART OF A TRANSACTION WITH AN APPROVED PARTNER.

SECTION 1. USE OF THE MENLO SECURITY TECHNOLOGY

1.1 LICENSE GRANT. Subject to the terms of this Agreement, Menlo Security hereby grants You a limited, non-sub-licensable, non-transferable, non-exclusive, (a) license to use the Software and (b) right to access and use the Cloud Services, both solely for Your internal business purposes, for the duration of the Subscription Term, and in accordance with the Order, this EULA, and any related Documentation (collectively, "Use Rights").

1.2 USE BY THIRD PARTY AGENTS. You may permit Your Third Party Agents to exercise the Use Rights on Your behalf solely for Your internal business purposes and provided: (a) You ensure such

Third Party Agents comply with this EULA and (b) You are responsible for any breach of this EULA by such Third Party Agents.

1.3 BETA AND EVALUATION USE. If Menlo Security grants You Use Rights of the Menlo Security Technology for trial, evaluation or beta purposes ("**Evaluation Technology**"), the Evaluation Technology is provided "AS-IS" without any express or implied warranty, indemnity, or support of any kind and Menlo Security will have no liability relating to Your use of the Evaluation Technology. You may use the Evaluation Technology for a limited period of thirty (30) days, unless otherwise agreed to in writing by Menlo Security ("**Evaluation Term**"). Menlo Security may modify or discontinue Your use of the Evaluation Technology at any time. If you do not discontinue use of and/or return the Evaluation Technology at the end of the Evaluation Term, Menlo Security reserves the right to invoice You for the list price and You agree to pay such invoice. During the Evaluation Term You are subject to the terms and conditions of this Agreement, Menlo Security grants you a non-exclusive, non-sublicensable, and non-transferable license to use the Software solely for your internal evaluation purposes. Evaluation use is strictly for internal evaluation and testing purposes.

1.4 INTEROPERABILITY. Notwithstanding the foregoing and solely to the extent required by applicable law to achieve interoperability between Menlo Security's Software and other Software, Menlo Security will provide such interoperability information to You, provided You agree to any additional terms reasonably required by Menlo Security and such interoperability information is considered Menlo Security Confidential Information.

SECTION 2. RESTRICTIONS AND OBLIGATIONS

2.1 RESTRICTIONS. You will not and will not allow any third party to: (a) copy, modify, transfer, sell, or distribute the Menlo Security Technology; (b) reverse engineer, decrypt, disassemble, decompile or create derivative works of the Menlo Security Technology; (c) attempt to discover the source code or structure, sequence and organization of the Menlo Security Technology (except where the foregoing is expressly permitted by applicable local law, and then only to the extent so permitted); (d) rent, lease, or use the Menlo Security Technology for timesharing or service bureau purposes, or otherwise use the Menlo Security Technology on behalf of any third party; or (e) use the Menlo Security Technology for performing comparisons or other "benchmarking" activities,

either alone or in connection with any Software (and You will not publish or disclose any such performance information or comparisons). You shall maintain and not remove or obscure any proprietary notices on the Menlo Security Technology. You may not sublicense the Menlo Security Technology.

2.3 CUSTOMER RESPONSIBILITIES. You agree that You are responsible for: (a) all activity of Your Authorized Users and Third Party Agents; (b) Your Authorized Users' and Third Party Agents' compliance with this EULA; (c) keeping Your account information up to date and using reasonable means to protect Your account information; and (d) Customer Data. If You become aware of an Authorized User's or Third Party Agent's violation of this EULA, You must promptly suspend such use of the Menlo Security Technology.

2.4 SUPPORT OBLIGATIONS. Menlo Security will provide the level of support set forth on the Order, unless You are receiving support directly from Your Approved Partner. Menlo Security offers standard technical support at no additional fee and upgraded support options for an additional fee.

2.5 MODIFICATIONS. Menlo Security may modify, enhance or refine a Cloud Service, provided that Menlo Security will not materially reduce the core functionality of that Cloud Service. Additionally, Menlo Security may perform scheduled maintenance of the infrastructure and Software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service, provided that Menlo Security will provide You with advance notice of such maintenance, when reasonably practicable.

SECTION 3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 OWNERSHIP OF MENLO SECURITY TECHNOLOGY. Menlo Security and its licensors own all right, title and interest in and to the Menlo Security Technology, Menlo Security Content and Documentation, as well as any modifications that are derivative works of the Menlo Security Technology, Menlo Security Content and Documentation. Your rights to use the Menlo Security Technology are limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Menlo Security Technology or any related intellectual property rights are implied. Menlo Security reserves all rights not expressly granted to You and does not transfer any ownership rights in any Software or Cloud Service.

3.2 OWNERSHIP OF CUSTOMER DATA. You retain all right, title and interest in Customer Data. Menlo Security may use any feedback You provide in connection with Your use of the Menlo Security Technology as part of its business operations.

3.3 OWNERSHIP OF MENLO SECURITY CONTENT. Without limiting the confidentiality obligations set forth in this EULA, Menlo Security retains all right, title and interest in the Menlo Security Content. Nothing herein shall be construed as prohibiting Menlo Security from utilizing the Menlo Security Content for purposes of operating Menlo Security's business, provided that the Menlo Security Content does not include Your Confidential Information, Customer Data or any information that personally identifies a specific individual.

SECTION 4. ORDERS, FEES, AND PAYMENT

4.1 ORDERS. Your Order is subject to this EULA. All Orders are non-cancellable and non-refundable, except as expressly set forth in this EULA. If You are entitled to a refund under this EULA, such refund will be remitted to You or if purchasing through an Approved Partner, to Your Approved Partner.

4.2 DIRECT ORDERS. Sections 4.2 through 4.4 apply only to Orders placed directly with Menlo Security. If You purchase the Menlo Security Technology through an Approved Partner, all terms regarding invoicing, payment and tax are between You and such Approved Partner.

4.3 FEES AND PAYMENT. The Fees shall be set forth in each Order. Unless otherwise set forth in an Order, all fees are due and payable net thirty (30) days from the date of invoice. Menlo Security is entitled to charge interest on any sum that is not paid when due at a monthly rate of 1.5% or lesser maximum allowable.

4.4 TAXES. You are responsible for all taxes relating to Your purchase of the Menlo Security Technology, except to the extent You have provided Menlo Security with a valid tax exemption certificate.

4.5 VERIFICATION. You will maintain for the duration of the Subscription Term and for a period of one (1) year after its termination or expiration, complete and accurate records of Your use of the Menlo Security Technology to verify compliance with this EULA ("**Records**"). Upon reasonable

notice and no more than once per year, Menlo Security and/or its auditors will have the right to access Your applicable books, systems, records, and accounts during Your normal business hours to verify such compliance. If the audit process discloses underpayment of fees, Menlo Security reserves the right to invoice You or Your Authorized Partner for such fees. If the amount owed to Menlo Security or Your Authorized Partner exceeds 5% over the fees actually paid, You will also pay the reasonable cost of the audit.

SECTION 5. TERM AND TERMINATION

5.1 TERM AND AUTOMATIC RENEWAL. The initial term of Your subscription to the Menlo Security Technology will begin on the Start Date set forth in an Order and will continue for a period of twelve (12) months, or as otherwise set forth in an Order ("**Initial Subscription Term**"). Unless stated otherwise in an Order, Your subscription to the Menlo Security Technology will automatically renew for additional, successive subscription terms of twelve (12) months (each a "**Renewal Subscription Term**") at Menlo Security's Renewal Subscription Terms fees for the Menlo Security Technology, unless terminated by either party upon thirty (30) days written notice of non-renewal prior to the expiration of the then-current subscription term. This EULA will expire or terminate upon the expiration or termination of all Subscription Terms pursuant to an Order hereunder.

Menlo Security reserves the right to modify the Renewal Subscription Term fees for the Menlo Security Technology, effective upon commencement of the next Renewal Subscription Term of the relevant Order, by notifying You of such change in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term and the relevant Order will be deemed amended accordingly. You will receive standard updates to the Menlo Security Technology that are made generally available by Menlo Security during the Subscription Term as specific in the Order. All rights not expressly granted herein are reserved by Menlo Security and its licensors.

5.2 SUSPENSION. Menlo Security may immediately suspend Your Use Rights if: (a) You breach Sections 1.1 (License Grant), 2.1 (Restrictions), or 11.5 (Export); (b) we reasonably believe Your use of the Menlo Security Technology poses a security risk to the Menlo Security Technology or other users of the Menlo Security Technology; or (c) we suspect fraud or abuse. If permitted by law, Menlo Security will provide You notice before suspending Your Use Rights and Menlo Security will

promptly reinstate your Use Rights once Menlo Security determines the issue causing the suspension is resolved.

5.3 TERMINATION. Either party may terminate this EULA if the other party materially breaches any term of this EULA and fails to cure such breach within thirty (30) days of receipt of written notice of the breach. Menlo Security may immediately terminate this EULA if you breach Section 1.1 (License Grant), 2.1 (Restrictions), or 11.5 (Export).

5.4 EFFECTS OF TERMINATION. Upon termination or expiration of this EULA, You must stop using and accessing the Menlo Security Technology. Additionally, You must destroy all copies of Software (to the extent applicable) and Menlo Security's Confidential Information in Your control. If this EULA is terminated due to Menlo Security's uncured material breach, Menlo Security will refund You or your Approved Partner any prepaid fees prorated as of the effective date of the termination. Upon Menlo Security's termination of this EULA for Your uncured material breach, You will pay Menlo Security or the Approved Partner any unpaid fees through to the end of the then-current Subscription Term.

SECTION 6. CONFIDENTIAL INFORMATION

6.1 CONFIDENTIALITY. Recipient agrees to protect Discloser's Confidential Information using no less than reasonable care and to avoid disclosure of any Confidential Information except to Authorized Recipients. Recipient must ensure that Authorized Recipients are bound to terms no less restrictive than those set forth in this EULA and Recipient is liable for any breach of this Section 6 by its Authorized Recipients.

6.2 EXCLUSIONS. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) was independently developed by a party without breach of any obligation owed to the other party; (d) is received from a third party without breach of any obligation owed to the other party; or (v) is Aggregated Data as defined in Section 12 (Definitions).

6.3 COMPELLED DISCLOSURE. To the extent Recipient is required by law to disclose Confidential Information, Recipient may make such disclosure, provided that Recipient (a) notifies Discloser of

such requirement prior to disclosure (to the extent permitted by law) and (b) reasonably cooperates, at Discloser's expense, regarding discloser's efforts to avoid and limit disclosure.

6.4 RETURN AND DESTRUCTION. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

SECTION 7. DATA PROTECTION AND SECURITY

7.1 DATA PROTECTION AND PERSONAL DATA. To the extent Menlo Security processes personal data (as defined by applicable data protection laws), Menlo Security will follow globally recognized data protection and privacy standards and laws applicable to its processing of Personal Data in connection with Your use of the Menlo Security Technology. Menlo Security will comply with the requirements and obligations set forth in Menlo Security's Data Protection Addendum ("DPA"), located [here](#), which includes standard terms for the processing of Personal Data. For more details about how Menlo Security handles information not otherwise covered by the DPA, please visit the Privacy Policy at <https://www.menlosecurity.com/privacy-policy/>.

7.2 SECURITY MEASURES. Menlo Security will maintain appropriate technical and organizational safeguards and security measures as set forth in the DPA and designed to protect the security, confidentiality and integrity of Customer Data and Personal Data processed by Menlo Security on Your behalf and to protect such Customer Data and Personal Data against accidental or unlawful destruction, loss, alteration, or disclosure.

7.3 YOUR OBLIGATIONS. Your instructions to Menlo Security for the processing of Personal Data will comply with all applicable data protection and privacy laws. You have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data. You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their Personal Data through Your use of the Menlo Security Technology.

SECTION 8. INDEMNIFICATION

8.1 INDEMNIFICATION BY MENLO SECURITY. Menlo Security will defend any third party claim against You alleging that Your valid use of the Menlo Security Technology under an Order infringes

or misappropriates such third party's patent, copyright or registered trademark (the "**IP Claim**"). Menlo Security will indemnify You against any damages, reasonable attorney fees and costs finally awarded by a court of competent jurisdiction or any settlements arising from an IP Claim, provided You: (a) promptly notify Menlo Security of the IP Claim; (b) grant Menlo Security exclusive control of the defense and settlement of the IP Claim, and (c) fully cooperate with Menlo Security in defense of the IP Claim.

8.2 OTHER REMEDIES. If the Menlo Security Technology becomes, or in Menlo Security's opinion is likely to become the subject of an IP Claim, Menlo Security may, in its sole discretion and at no cost to You: (a) modify or replace the Menlo Security Technology so that it no longer infringes or misappropriates, with equivalent functionality; or (b) procure You the right to continue using the Menlo Security Technology. If neither of the foregoing alternatives are reasonably available, Menlo Security may terminate Your applicable Subscription Term Use Rights granted under this EULA upon written notice to You and will refund You or your Approved Partner any prepaid fees prorated as of the effective date of the termination.

8.3 EXCLUSIONS. Menlo Security will have no obligation under this Section 8 or otherwise with respect to any IP Claims based on: (a) combination of the Menlo Security Technology with non-Menlo Security products or Software; (b) use of the Menlo Security Technology for a purpose not permitted under this EULA; (c) any modification to the Menlo Security Technology made without Menlo Security's express written approval; (d) Your failure to use the most current release of the Software; or (e) use of any Evaluation Technology.

8.4 SOLE REMEDY. THIS SECTION 8 STATES MENLO SECURITY'S ENTIRE LIABILITY AND YOUR SOLE REMEDY WITH RESPECT TO ANY IP CLAIMS.

8.5 INDEMNIFICATION BY YOU. You will defend any third party claim(s) against Menlo Security arising from the Customer Data or Your breach of obligations in Section 2 of this EULA ("**Third Party Claim**"). You will indemnify Menlo Security against any damages, reasonable attorney fees and costs finally awarded by a court of competent jurisdiction or any settlements arising from a Third Party Claim, provided Menlo Security: (a) promptly notifies You of the Third Party Claim; (b) grants You exclusive control of the defense and settlement of the Third Party Claim, and (c) fully cooperated with You in defense of the Third Party Claim.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 SOFTWARE AND CLOUD SERVICES WARRANTY. Except for Evaluation Technology (which is provided "AS-IS"), Menlo Security warrants that: (a) the Software will perform in substantial conformance with the Documentation for a period of thirty (30) days from the date of installation or first use of the Software; and (b) it will provide the Cloud Services with commercially reasonable skill and care in accordance with the Documentation for the duration of the applicable Subscription Term.

9.2 MUTUAL WARRANTY. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

9.3 REMEDIES. Upon Your prompt written notification to Menlo Security or Your Approved Partner during the applicable warranty period, Your sole and exclusive remedy and Menlo Security's sole liability for a breach of Section 9.1 is to repair or replace the applicable Menlo Security Technology. If Menlo Security fails to re-perform, You may terminate Your Subscription Term for the affected Menlo Security Technology and Menlo Security will refund any prepaid fees prorated for the unused period of the Subscription Term, provided that such termination must occur within three (3) months of Menlo Security's failure to repair or replace the Menlo Security Technology.

9.4 WARRANTY DISCLAIMER. Menlo Security does not warrant that the Menlo Security Technology will be uninterrupted, entirely secure or error-free. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MENLO SECURITY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT.

Section 10. LIMITATION OF LIABILITY

10.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A BREACH OF YOUR PAYMENT OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION; OR (B) AN AMOUNT THAT EXCEEDS THE FEES PAID OR PAYABLE TO MENLO SECURITY (EITHER DIRECTLY OR THROUGH AN APPROVED SOURCE) FOR THE RELEVANT MENLO SECURITY TECHNOLOGY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11. GENERAL

11.1 SURVIVAL. Sections 3 (Intellectual Property Ownership), 4 (Orders, Fees and Payment), 6 (Confidential Information), 7 (Data Protection and Privacy), 9 (Representations and Warranties), 10 (Limitation of Liability), and 11 (General) survive termination or expiration of this EULA.

11.2 ASSIGNMENT. Neither party may assign this EULA or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this EULA without consent to: (a) an Affiliate; or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (except for an assignment by You to a direct competitor of Menlo Security). Any other attempt to assign a party's rights or obligations under this EULA is void. Subject to the foregoing, this EULA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.3 PUBLICITY. Menlo Security may, in accordance with Your branding guidelines, use Your name and logo to list You as a customer on our customer list and website. You may opt out by emailing legal@menlosecurity.com.

11.4 SEVERABILITY. If any provision of this EULA is held to be unenforceable, this EULA shall be construed without such provision.

11.5 US GOVERNMENT USE. If You are part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Menlo Security Technology is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Menlo Security Technology is "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Menlo Security Technology by the Government shall be governed solely by the terms of this Agreement.

11.5.1 Each of the Documentation and the software components that constitute the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if You are an agency of the US Government or any contractor therefor, You will only receive those rights with respect to the Software and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

11.6 EXPORT CONTROLS. You will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You will not export, or allow the export or re-export of the Menlo Security Technology or any related technical information in violation of any such restrictions, laws or regulations. By installing or using the Menlo Security Technology, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

11.7 COMPLIANCE WITH LAWS. Each party will comply with all laws and regulations applicable to its obligations under this EULA.

11.8 ENTIRE AGREEMENT, ADDITIONAL TERMS, AMENDMENT. This EULA represents the complete agreement concerning the Menlo Security Technology between the parties and prevails over any additional or inconsistent terms in: (a) a purchase order (or similar document) provided by You or Your Approved Partner; or (b) an agreement with Your Approved Partner. This EULA supersedes all prior agreements and representations, written or oral, provided however, that if there is already a mutually signed agreement directly between Menlo Security and You (not

including a purchase order or similar document) covering Your license and/or use of the Menlo Security technology, then the terms of that agreement will govern. This EULA may be amended only by a written document executed by a duly authorized representative of each of the parties.

11.9 FORCE MAJEURE. Except for Your obligation to pay Menlo Security or Your Approved Partner or to assume obligations for taxes, neither party shall be liable for any failure to perform due to unforeseeable causes beyond the party's reasonable control including but not limited to, acts of God, war, acts of terror, flood, fire, earthquakes, civil unrest, strikes, Internet service provider or hosting facilities failures, interruptions, or delays, acts undertaken by third parties, without limitation denial of service attacks.

11.10 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction and venue for disputes arising out of or in connection with this EULA.

11.11 EQUITABLE RELIEF. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 2 and 6, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.12 NOTICES. All legal notices to Menlo Security shall be in writing and delivered both via email to legal@Menlosecurity.com and by overnight delivery service or by certified mail to 800 W El Camino Real # 250, Mountain View, CA 94040 USA (Attention: Legal Department), and in each instance will be deemed given upon receipt.

SECTION 12. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of fifty-one percent (51%) of the voting interests of the subject entity.

"Aggregated Data" means the aggregated and statistical data derived from Your use and the operation of the Menlo Security Technology, including, without limitation, the number of records in the Menlo Security Technology, the number and types of transactions, configurations, and reports processed in the Menlo Security Technology and the performance results for the Menlo Security Technology.

"Approved Partner" means a third party resale partner authorized by Menlo Security to resell the Menlo Security Technology.

"Authorized Recipients" means each party's employees, affiliates, and contractors who have a need to know Confidential Information.

"Authorized User(s)" means an individual or entity that is authorized by You to use the Menlo Security Technology, or to whom You (or Menlo Security at Your request) have supplied a user identification and password.

"Cloud Services" means Menlo Security Technology's hosted enterprise software-as-a-service offering and may also include Software.

"Confidential Information" means any non-public information that is exchanged, communicated, transmitted, or otherwise made available d by a party (the **"Recipient"**) from the other party (the

"Discloser") in connection with any product or service offered by Menlo Security orally or in writing, designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and circumstance of disclosure.

"Customer Data" means all data or information generated by Your use of the Menlo Security Technology or submitted to the Menlo Security Technology by or on Your behalf. Customer Data does not include Aggregated Data.

"Documentation" means the published technical specifications and usage materials, whether in print or electronic form, or on-line help functions for the Menlo Security Technology, specifying the features and functionality of the Menlo Security Technology, as updated from time to time.

"Evaluation Technology" means Menlo Security Technology provided for trial, evaluation or beta purposes.

"Evaluation Term" means the use of Evaluation Technology for thirty (30) days, unless otherwise set forth on an Order.

"Fee" means the fee Menlo Security or an Approved Partner charges You for the Menlo Security Technology, as detailed in an Order.

"Initial Subscription Term" means the initial subscription term, as defined in Section 5.1.

"IP Claim" means any third party claim against You alleging that Your valid use of the Menlo Security Technology under an Order infringes or misappropriates such third party's patent, copyright or registered trademark.

"Menlo Security" means Menlo Security, Inc. and its subsidiaries and Affiliates.

"Menlo Security Content" means any (a) data or content provided by Menlo Security to You and (b) Aggregated Data.

"Menlo Security Technology" means the Software and/or Cloud Services purchased by You and as set forth on an applicable Order.

"Order" means any ordering document that sets forth certain details of the order between Menlo Security and You or an Approved Partner and You.

"Personal Data" means (a) any personally identifiable information that is capable of identifying a natural person, and (b) information, the disclosure, use or confidentiality of which is regulated by a Privacy Law.

"Privacy Law" means any U.S. local, state and federal and non-U.S. information security, data breach or privacy law or regulation that regulate the privacy or security of Personal Data and that are directly applicable to Menlo Security.

"Records" means complete and accurate records of Your use of the Menlo Security Technology to verify compliance with this EULA.

"Renewal Subscription Term" means the renewal subscription term as defined in Section 5.1.

"Software" means Menlo Security Technology's virtual and on-premise enterprise software product, including upgrades and updates.

"Subscription Term" means the Initial Subscription Term and all Renewal Subscription Terms (as defined in Section 5.1) together.

"Start Date" means the date set forth in an Order, or where no date is agreed: (a) for Software, the earlier of the date Software is made available for download or installation, and (b) for Cloud Services, the date on which the Cloud Service is made available for Your use.

"Third Party Agent(s)" means Your Authorized Users, Your Affiliates, Your third-party service providers, and each of their respective Authorized Users permitted to access and use the Menlo Security Technology on Your behalf.

"Third Party Claim" means any third party claim against Menlo Security arising from Your breach of Section 2.1 of this EULA.

"Use Rights" means Your rights set forth in Section 1.1.

"You" or "Your" means the individual or legal entity purchasing and using the Menlo Security Technology.