



Terms and Conditions

This is a legally binding agreement (“Agreement”) between you and your authorized users, company, and/or organization (“Customer”), the purchaser and/or user of the RidgeBot™ Software and Platform (as defined hereinafter), and Ridge Security Technology Inc. (“Ridge Security”). By downloading, installing, copying, accessing, or using the RidgeBot™ Software and Platform and/or its output pursuant to the licensing choice you have selected when placing your purchase order with Ridge Security or its authorized distributor or reseller, you agree and accept to be bound by the terms and conditions of this Agreement. Your agreement to these terms also binds your authorized users, company and/or organization. If you do not agree to the terms of this Agreement or you don’t have the authority to bind your authorized users, company and/or organization, do not download, install, copy, access or use the RidgeBot™ Software and Platform or its output. The RidgeBot™ Software and Platform is licensed to you, it is not sold.

1 INTRODUCTION

1.1 Ridge Security developed the automated penetration testing software and platform and other material (whether written or oral), products, deliverables, reports and/or services provided by Ridge Security under this Agreement (collectively, the “RidgeBot™ Software and Platform”). Ridge Security owns all the rights in and to the RidgeBot™ Software and Platform. Ridge Security possesses intellectual property rights, including but not limited to copyrights (including neighboring rights), trademark rights and trade secret rights relating to the RidgeBot™ Software and Platform.

1.2 The RidgeBot™ Software and Platform is licensed to Customer under the terms of this Agreement. This Agreement forms a legally binding contract between Customer and Ridge Security in relation to Customer’s download, installation, copy, access and/or use of the RidgeBot™ Software and Platform and/or its output.

1.3 Customer may not download, install, copy, access or use the RidgeBot™ Software and Platform and/or its output, and may not accept the Agreement, if it is an individual or entity barred from receiving the RidgeBot™ Software and Platform under the laws of the United States or other countries including the country in which Customer is a resident or from which Customer installs, copies, accesses or uses the RidgeBot™ Software and Platform and/or its output. Customer represents and warrants to Ridge Security that neither the RidgeBot™ Software and Platform nor its output would be put to any end use or made accessible to any end user, purchaser, intermediate consignee or ultimate consignee in violation of the export administration regulations of the United States or in violation of any sanction program administered by the United States.



1.4 If Customer is agreeing to be bound by this Agreement through an agent, Customer represents and warrants that the agent has full legal authority to bind Customer to this Agreement. Customer agrees to furnish to Ridge Security, upon demand, reasonable proof of such requisite authority.

1.5 Customer represents and warrants to Ridge Security that (i) it has the right to enter into this Agreement, and any and all authorization and/or informed consent that it might need in order to enter into this Agreement has been duly obtained; and (ii) it has no legally enforceable duties or obligations that would materially impact its observance of this Agreement.

2 LICENSE GRANTING

2.1 In consideration of Customer's payment of licensing fees (as detailed in the purchase order between Customer and Ridge Security) and subject to Customer's compliance with the terms and conditions of this Agreement and any technical guidelines as will be provided by Ridge Security, Ridge Security hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license, for the term of this Agreement only, to install and use the RidgeBot™ Software and Platform for the sole purpose of conducting Customer's internal cyber security testing, carried out strictly within Customer's authorized users, company and/or organization, and further limited to the number of active IPs and web servers detailed in the License Certificate provided to the Customer (the "License Certificate") and incorporated by reference into this Agreement. This license only allows Customer to use the RidgeBot™ Software and Platform and its output for Customer's own business and expressly prohibits Customer from using the RidgeBot™ Software and Platform and/or its output to provide services, including hosted services and other shared services, to third parties. Use of the RidgeBot™ Software and Platform and/or its output for any other purpose shall require separate license from Ridge Security in writing and shall be solely in accordance with the terms and conditions of such separate license. Customer acknowledges that the RidgeBot™ Software and Platform is a proprietary product of Ridge Security protected under the copyright laws of the United States and that Customer has no right, title or interest in the RidgeBot™ Software and Platform other than granted under applicable licenses (including this license) from Ridge Security. Customer acknowledges that it is not an owner of any copy of the RidgeBot™ Software and Platform made available to it under applicable licenses including this license, but is merely a licensee bound by the terms of applicable licenses.

2.2 Other than the installations necessary for the purposes of Customer's internal cyber security testing as authorized under this license, Customer may not make any non-transient copy of the RidgeBot™ Software and Platform, or of any portion thereof. Customer is expressly prohibited from providing the RidgeBot™ Software and Platform or any portion thereof, or access thereto, to any third party, except as otherwise agreed to in advance by Ridge Security, in its sole and absolute discretion, in writing.



2.3 Customer is solely responsible for procuring equipment, infrastructure, servers and all third-party software and licenses required for running the RidgeBot™ Software and Platform. Customer is responsible for all fees charged by third parties related to its use of the RidgeBot™ Software and Platform. If any IP addresses, hosts, facilities or web applications are owned or hosted with a service provider or other third party, it will be necessary for Customer to obtain permission from that party before using the RidgeBot™ Software and Platform in writing or through email. Customer hereby represents and warrants that it has or will obtain prior to using the RidgeBot™ Software and Platform any authorizations and consents required in order to use the RidgeBot™ Software and Platform and shall, if requested by Ridge Security, provide written evidence of such consent to Ridge Security. Customer further represents and warrants to Ridge Security that its use of any server, host or facility provided by a third party will not consist a forbidden export, re-export or in-country transfer of the RidgeBot™ Software and Platform in violation of the export administration regulations of the United States or in violation of any sanction program administered by the United States.

2.4 Ridge Security may make modifications, additions and upgrades to the RidgeBot™ Software and Platform, as it deems necessary. The terms of this Agreement will apply to any updates that Ridge Security may make available to Customer unless the update is accompanied by a separate license, in which case the terms of that license will govern. Customer agrees that updates may require it to change or update its systems, and may affect its ability to use, access or interact with the RidgeBot™ Software and Platform.

2.5 Customer may not, directly or indirectly (including but not limited to through sale of stock, sale of assets, or other similar transactions), assign or otherwise transfer its rights as licensee under this Agreement to any other party except with prior written consent by Ridge Security, which shall be subject to the sole and absolute discretion of Ridge Security.

2.6 This Agreement is not intended to confer, and shall not be deemed to confer on any individual or entity other than Customer, any license to use the RidgeBot™ Software and Platform and/or its output.

3 TERMINATION OF LICENSING

3.1 The term of this Agreement shall be set in the License Certificate (the “Initial Term”). The term may be extended by written renewal agreement at any time before expiration. Both the Initial Term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

3.2 Ridge Security may terminate this Agreement at any time during the term of this Agreement immediately upon written notice to Customer if (i) it reasonably believes that Customer has



materially breached this Agreement or any other agreement between Customer and Ridge Security, (ii) it reasonably believes that the continued use by Customer of the RidgeBot™ Software and Platform and/or its output would be detrimental to the goodwill and/or reputation of Ridge Security, (iii) Customer institutes a proceeding or dispute in front of any court, tribunal, administrative agency, arbitration panel, or other self-regulatory organization, against Ridge Security, whether in relation with this Agreement or not, (iv) Customer enters a proceeding of bankruptcy, receivership or similar reorganization, or (v) there is a material change in the ownership and/or control of Customer. This right of termination is in addition to and not in place of other rights and remedies that Ridge Security may have under this Agreement and/or under applicable laws. Customer is not entitled to a refund of the licensing fees it has paid to Ridge Security, or any portion thereof, if Ridge Security terminates this Agreement in accordance with this Section 3.2.

3.3 Upon termination, all rights and obligations pursuant to this Agreement including any licenses shall immediately terminate, except for any provisions of this Agreement that are intended by their nature to survive termination, including Sections 3 (“Termination of Licensing”), 4 (“Copyright infringement/ Intellectual property”), 5 (“Restrictions on Use”), 6 (“Confidential Information”), 7 (“Disclaimer of Warranties”), 8 (“Limitations on Liability”) and 9 (“General”) hereunder, which shall survive the expiration or termination of this Agreement. Moreover, upon termination, Customer shall immediately stop the use of the RidgeBot™ Software and Platform and its output, and shall immediately return to Ridge Security any and all copies of the RidgeBot™ Software and Platform then in the control of Customer, or furnish to Ridge Security reasonable evidence of the deletion of any and all copies of the RidgeBot™ Software and Platform then in the control of Customer, and shall immediately delete all the output of the RidgeBot™ Software and Platform.

4 COPYRIGHT INFRINGEMENT/INTELLECTUAL PROPERTY

4.1 All right, title and interest (including any and all intellectual property rights) in the RidgeBot™ Software and Platform and any improvements and enhancements thereto shall at all times remain with Ridge Security and/or its suppliers and no rights in the RidgeBot™ Software and Platform or under any Ridge Security intellectual property rights is granted to Customer except as explicitly provided in Section 2 above.

4.2 Customer shall not and shall not permit any third party to: (a) engage in, cause, or permit the reverse engineering, disassembly, decompilation or any similar manipulation or attempt to discover the source code of the RidgeBot™ Software and Platform or any part thereof; (b) bypass, alter, or tamper with any security or lockout features of the RidgeBot™ Software and Platform; (c) create any derivative work or translation of the RidgeBot™ Software and Platform.



4.3 This Agreement is not intended to confer, and shall not be deemed to confer on anybody, including Customer, any license, right or interest in the trade names, trademarks, service marks, signs, logos, domain names, trade dresses, patents, trade secrets, and/or moral rights in and to the RidgeBot™ Software and Platform. Nothing in this Agreement gives Customer a right to use any of Ridge Security's trade names, trademarks, service marks, signs, logos, domain names, trade dresses, or other distinctive brand features. Customer may not register or attempt to register any trade name, mark, sign, logo, domain name or trade dress substantially similar to any trade name, mark, sign, logo, domain name or trade dress owned by Ridge Security, including but not limited to RidgeBot™, Ridge SecuritySM or "ridgesecurity.ai".

4.4 Customer hereby agrees to provide Ridge Security with feedback concerning the functionality and performance of the RidgeBot™ Software and Platform, from time to time, as reasonably requested by Ridge Security, including, without limitation, the identification of potential errors, enhancements and improvements. Customer grants Ridge Security an irrevocable, royalty-free, non-exclusive, non-transferable, non-sublicensable, perpetual license to use any and all feedbacks, suggestions, ideas, inputs or other information that Customer provides Ridge Security in connection with the RidgeBot™ Software and Platform for the purposes of improving and/or enhancing Ridge Security's products. All rights to such improvements and/or enhancements, howsoever arising, including as a result of any feedbacks, suggestions, ideas, inputs or information provided by Customer as aforesaid, shall vest solely and absolutely with Ridge Security *ab initio*. Customer hereby represents and warrants that the feedbacks, suggestions, ideas, inputs or other information that it provides to Ridge Security will not contain "personal data" within the meanings of California Consumer Privacy Act.

5 RESTRICTIONS ON USE

5.1 Customer agrees to use this Platform solely to perform internal security tests for their own organizations. The set targets for such security test, including but not limited to networks, assets, IPs, servers, and web applications, shall be wholly owned by the Customer. Customer agrees to use the RidgeBot™ Software and Platform's services to carry out only legitimate actions.

Customer agrees to not abuse the RidgeBot™ Software and Platform. "Abuse" includes, without limitation, using the RidgeBot™ Software and Platform to:

5.1.1 Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.

5.1.2 Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.



5.1.3 Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.

5.1.4 Omit or misrepresent the origin of, or rights in, any file Customer download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.

5.1.5 Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.

5.1.6 Provide any of Ridge Security's proprietary information to any 3rd party (including but not limited to business entities, vendors, and integrators).

5.1.7 Launch, participate, direct or attempt any attacks toward unauthorized targets or targets outside of the Customer's organizations, or targets of any 3rd parties using the RidgeBot™ Software and Platform.

5.1.8 Use the RidgeBot™ Software and Platform externally, either by allowing any 3rd party to use or control the software, or by conducting security tests on any targets outside of the Customer's organization.

5.1.9 Make the functionality of the RidgeBot™ Software and Platform available to third parties, whether as an application service provider, or on an outsourcing, membership or subscription, rental, service bureau, cloud service, managed or hosted service, or another similar basis.

6 CONFIDENTIAL INFORMATION

Customer acknowledges and agrees that the RidgeBot™ Software and Platform was developed at considerable time and expense by Ridge Security and contains valuable trade secrets and confidential information of Ridge Security. Accordingly, Customer agrees to maintain the confidentiality of any proprietary information received by Customer during, or prior to entering into, this Agreement, including, without limitation, the RidgeBot™ Software and Platform and any know-how disclosed by Ridge Security, trade secrets and other proprietary information, that Customer should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information and all other information obtained during the use of the RidgeBot™ Software and Platform as permitted hereunder ("Confidential Information"). The restriction herein shall not apply to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of Customer. Customer agrees not to use said Confidential Information for any purpose



except as necessary to fulfill the Customer obligations and exercise Customer's rights under this Agreement. Customer shall protect the secrecy of and avoid disclosure and unauthorized use of Ridge Security's Confidential Information to the same degree that it takes to protect Customer's own confidential information and in no event less than reasonable care. The confidentiality obligation of Customer shall survive the termination of this Agreement and shall last, with regards to any piece of Confidential Information, until such piece of Confidential Information becomes public knowledge through no fault of Customer.

Customer acknowledges that disclosure of Confidential Information in violation of the confidentiality obligations under this Agreement will cause irreparable damage to Ridge Security and that remedies at law may be inadequate to address such damage, and therefore Ridge Security may, without derogation or impairment to its other rights under this Agreement and/or under applicable laws, seek injunctive and/or other equitable remedies against such disclosure.

7 DISCLAIMER OF WARRANTIES

7.1 Customer understands that the RidgeBot™ Software and Platform may employ various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer acknowledges that it is Customer, and not Ridge Security, that puts the RidgeBot™ Software and Platform to use in the performance of such security testing (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the security testing or otherwise approved by Customer from time to time). Furthermore, Customer acknowledges that the intended use of the RidgeBot™ Software and Platform could possibly result in service interruptions or degradation regarding Customer's systems and knowingly accept those risks and consequences.

WITHOUT DEROGATING FROM THE AFORESAID, THE RIDGEBOT™ SOFTWARE AND PLATFORM IS PROVIDED "AS IS". RIDGE SECURITY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE RIDGEBOT™ SOFTWARE AND PLATFORM, WHETHER EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, OR FROM A COURSE OF DEALING INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO INFORMATION OR ADVICE GIVEN BY RIDGE SECURITY OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY REPRESENTATION OR WARRANTY.

7.2 Customer understands that use of the RidgeBot™ Software and Platform does not constitute or give rise to any guarantee or assurance that security of its systems, networks and assets cannot be breached or are not at risk. Use of the RidgeBot™ Software and Platform is an assessment, as of a particular date. Furthermore, Ridge Security is not responsible for updating its Platform



including any reports and assessments provided as part of the RidgeBot™ Software and Platform, or enquiring as to the occurrence or absence of such, in light of subsequent changes to its systems, networks and assets after the date of use of the RidgeBot™ Software and Platform.

8 LIMITATIONS ON LIABILITY

IN NO EVENT SHALL RIDGE SECURITY OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF RIDGE SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL RIDGE SECURITY'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF LICENSING FEES ACTUALLY PAID BY CUSTOMER TO RIDGE SECURITY HEREUNDER WITHIN THE 12 MONTHS PRECEDING THE EARLIEST INSTITUTION DATE OF ALL SUCH ACTIONS.

9 GENERAL

9.1 No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Agreement.

9.2 Ridge Security may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

9.3 Ridge Security may make changes to the Agreement as it makes new versions of the RidgeBot™ Software and Platform available to Customer. When these changes are made, Ridge Security will make a new version of the Agreement available to Customer at the same time when Ridge Security makes such new versions of RidgeBot™ Software and Platform available to Customer. By downloading, installing, copying, accessing, or using such new versions of RidgeBot™ Software and Platform, Customer agree to be bound by such new version of Agreement accompanying such new versions of RidgeBot™ Software and Platform, which shall automatically take effect in place of the terms of the original version of the Agreement upon such acceptance by Customer.



9.4 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law principles. All actions, suits or proceedings under or related to this Agreement shall be adjudicated in the courts of Santa Clara, California, and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

9.5 All notices permitted or required hereunder shall be in writing and shall be sent by facsimile, or personal delivery at the facsimile number, or address as either Party may specify. Notices sent to Ridge Security shall be addressed to Ridge Security Inc. 2010 El Camino Real PMB3017, Santa Clara, CA and to Customer's address as provided by it, or to the address otherwise designated from time to time in writing by the Parties. Any notices provided will be deemed as being received on the date of transmission of facsimile, e-mail, or personal delivery unless given outside normal business hours in which case such notice shall be deemed as being given on the next business day, provided that if any such notice fails to reach Customer because the information provided by it or on its behalf to Ridge Security is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent.

Should Customer have any questions concerning this Agreement, or if Customer desires to contact Ridge Security for any reason, please direct all correspondence to Ridge Security Support (support@ridgesecurity.ai).

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Customer Name:

Ridge Security Technology Inc.

Signature

Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

License Delivery Date: _____

Subscription Starting Date: _____