

# CYNERIO SERVICES TERMS

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These terms of service, together with the purchasing document to which they are incorporated by reference (the "PO") and any other agreements or terms incorporated by reference (the "Terms", and together with the PO, the "Agreement"), govern the use of the Services. In the event of any conflict between these Terms and the PO, these Terms shall govern. These Terms constitute a binding and enforceable legal contract between Cynerio, Inc. ("Cynerio") and the entity executing the PO (the "Provider"). By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Services, you agree to these Terms, and represent that you have the power and authority to bind Provider to these Terms. If you or Provider do not agree with these Terms, you must not accept these Terms or use the Services.

## Services; License

1.1. Subject to the terms and conditions of this Agreement, Cynerio shall provide Provider with services designed to identify and prevent cyber attacks on health care systems ("Services") through its proprietary technology as hosted on a third party cloud service (the "Cynerio Platform").

1.2. During the Term and subject to Provider's compliance with the terms and conditions of this Agreement, Cynerio grants Provider a non-exclusive, non-transferable, non-sublicenseable,

limited, revocable right (i) for Provider employees, agents, representatives and contractors who are registered for access to the Services by Provider ("Authorized Users") to access the Cynerio Platform, for Provider's internal business use, on the systems and devices for which the Services are to be provided, as agreed between the parties (the "Provider Systems"); (ii) install and use the Virtual or Physical appliances provided by Cynerio (the "Cynerio Collectors") as required for Cynerio to provide the Services, in accordance with Cynerio's instructions and technical documentation ("Documentation"); and (iii) for Authorized Users to download, install and use the accompanying mobile app for the Cynerio Platform (the "App"), according to the Documentation.

## 2. Provider's Obligations. Provider hereby undertakes to:

2.1. position Cynerio Collectors with access to the Provider Systems in appropriate deployment points as agreed by the Parties;

2.2. allow Cynerio to remotely access the Cynerio Collectors via secure connection through a designated server. The connection shall be constant, provided that Provider may terminate such connection as required in order to maintain and/or protect the integrity Hospital's network, or in the case of any data breach;

2.3. use the Cynerio Platform, the Services, the App and all related software and Documentation in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. Provider represents and warrants that no third party agreement prevents it from using the Cynerio Platform as contemplated hereunder; 2.4. manage and secure all API keys and login credentials used by Authorized Users in connection with their use of the Cynerio Platform, and protect the same against unauthorized use or disclosure.

## 3. Intellectual Property Rights; Confidentiality

3.1. All intellectual property rights in the Cynerio Platform, Services, App, Documentation (the "Cynerio Materials") and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Cynerio. Provider shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Cynerio Materials or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in Cynerio Materials or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest Cynerio's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Cynerio, not use the name, trademarks, trade-names, and logos of Cynerio; (v) except as specifically permitted herein, not copy any part or content of the Cynerio Platform, reports or documentation other than for Provider's own internal business purposes; (vi) not copy any features, functions or graphics of the Cynerio Platform or use it to build a competitive product

or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in Cynerio Materials. All intellectual property rights in the Provider Systems lie exclusively with Provider or its licensors. Provider shall take no action, directly or indirectly, to register Cynerio trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to Cynerio to prevent the occurrence of such activity by any third parties.

3.2. Provider hereby grants to Cynerio a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and prepare derivative works of all data provided to Cynerio in connection with this Agreement, to permit Cynerio to perform the Services to Provider as set forth in this Agreement, and to analyze the data and create internal databases for the purpose of improving its products and services, all subject to Cynerio's compliance with applicable law and privacy regulations.

3.3. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

3.4. For the purposes hereof, "Confidential Information" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of

or reference to the Confidential Information.

4. Data Protection and Privacy. The Parties acknowledge and agree that the Cynerio Connectors will send only anonymized metadata to Cynerio, and that Cynerio shall not otherwise process any personal data of Provider's customers.

#### 5. Disclaimer; Limitation of Liability

5.1. CYNERIO PROVIDES THE CYNERIO PLATFORM, SERVICES, APP AND DOCUMENTATION TO PROVIDER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND CYNERIO EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PROVIDERABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. CYNERIO FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE CYNERIO PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5.2. Provider acknowledges that the quality and accuracy of any alerts or recommendations by the Cynerio Platform are dependent on the accuracy and completeness of the data provided. PROVIDER ACKNOWLEDGES THAT CYNERIO SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS ALERTS, OR FOR FAILURE TO IDENTIFY ANY THREATS.

5.3. EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CYNERIO'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED AMOUNTS ACTUALLY PAID BY PROVIDER UNDER THE PO. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CYNERIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. Temporary Suspension

6.1. Cynerio may suspend Provider's or any Authorized User's right to access or use any portion or all of the Service immediately upon notice to Provider if Cynerio determines: (a) Provider's or an Authorized User's use of the Service is, in breach of this Agreement; (b) Provider or any third

party through which Services were procured by Provider (a "Third Party Vendor") are in breach of your payment obligations in connection with the Services.

6.2. If Cynerio suspends Provider's right to access or use any portion or all of the Service Provider or any Third Party Vendor will not be entitled to any service credits for any period of suspension.

## 7. Term; Termination

7.1. This Agreement shall commence on the date of execution of the PO and will continue for the term specified in the applicable PO entered into between Provider and the Third Party Vendor, unless terminated in accordance with its terms (the "Term").

7.2. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

7.3. Cynerio may terminate this Agreement immediately upon notice to Provider (A) for cause if Cynerio have the right to suspend under Section 6, or (B) in order to comply with the law or requests of governmental entities.

7.4. Upon termination of this Agreement, Provider will immediately cease use of the Cynerio Platform and any Service, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 5, 6, 7, 9 and 11 shall survive any expiration or termination of this Agreement.

8. Notices. All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth in the Cover Sheet or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

9. Publicity. Cynerio may issue publicity or general marketing communications concerning its involvement with the Provider.

10. General. This Agreement constitutes the entire agreement between Cynerio and Provider and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing.

Provider shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void. Cynerio may assign its rights and obligations under this Agreement upon a prior written notice to Provider. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. Provider agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Cynerio Services or other Cynerio technology, or to this Agreement, must be filed within twelve months after such claim or cause of action arose or be forever barred. This Agreement is governed by the laws of the State of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of New York.