

Grey Market Labs  
END USER LICENSE AGREEMENT

BY BOTH PARTIES EXECUTING THIS END USER LICENSE AGREEMENT ("AGREEMENT") IN WRITING, GREY MARKET LABS, PBC AND ORDERING ACTIVITY ("YOU" OR "CUSTOMER") AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT ON THE DATE OF THE LATEST PARTY'S SIGNATURE BELOW ("EFFECTIVE DATE"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.

1) Definitions.

- a. "Authorized Partner" means any of Grey Market Labs' distributors, resellers or other business partners that are authorized by Grey Market Labs in writing to sell Support or the Software license rights granted under this Agreement.
- b. "SaaS Services" means the technical software and hardware services that Grey Market Labs provides to Customer. Access to the SaaS Services requires either an active support agreement or an active subscription, as required by the specific Order.
- c. "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software and SaaS Services.

- f. “Grey Market Labs” or “We” means Grey Market Labs, PBC, with offices located at 1660 International Drive, McLean, VA, USA.
- g. “Software” means the Grey Market Labs software program in format (i) licensed from Grey Market Labs and purchased from Grey Market Labs or its Authorized Partners, or (ii) embedded in or pre-loaded on Grey Market Labs-branded hardware equipment purchased from Grey Market Labs or its Authorized Partners, in each case including Upgrades and Updates that you install during the applicable Support period. Software may also include additional features or functionality that can be accessed with either a current subscription or active support contract to certain SaaS Services as required by the specific offering and subject to the SaaS Terms of Service.
- h. “Standard” means a technology specification created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, and HTML. Examples of groups that create Standards include IEEE, ITU, 3GPP, and ETSI.
- i. “Subsidiary” means any entity controlled by you through greater than fifty per cent (50%) ownership of the voting securities.
- j. “Support” or “Technical Support” means the support services offered by Grey Market Labs for the support and maintenance of the Software and the Grey Market Labs-branded hardware equipment as further specified in the applicable Order.
- k. “Updates” are related to content of the Software and that are made generally available to Grey Market Labs’ customer base as a part of purchased Support and which are not separately priced or marketed by Grey Market Labs.
- l. “Upgrade” means any and all improvements in the Software that are made generally available to Grey Market Labs’ customer base as part of purchased Support and which are not separately priced or marketed by Grey Market Labs.
- m. “Order” means the initial purchase order or quote attached referenced in this Agreement and each subsequent ordering document set forth in writing and signed by both parties for the provision of Software, SaaS Services, Support, or any applicable Updates/Upgrades.
- n. “User” means the employees, contractors, and agents of Customer authorized by Customer to use the Software or SaaS Services

future Updates and Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, upgrades, and policy and database updates and other updates in, of, or to the Software, and all copies of the foregoing are trade secrets and proprietary property of Grey Market Labs, having great commercial value to Grey Market Labs. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, you shall receive unlimited rights to use such derivative works at no further cost.

c. **Reserved Rights.** The SaaS Services are strictly confidential to Grey Market Labs. Grey Market Labs (or its licensors) owns exclusively and reserves all rights to the SaaS Services, and Customer may not exercise any, right, title, and interest in and to the SaaS Services, including, without limitation, all Intellectual Property Rights in and to the SaaS Services, except to the extent of the limited rights granted to Customer in this Agreement. This Agreement is not an agreement of sale, and no title, Intellectual Property Rights, or ownership rights to the SaaS Services are transferred to Customer under this Agreement. Customer acknowledges and agrees that the SaaS Services and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the SaaS Services, and all other improvements, revisions, corrections, modifications, enhancements, releases, upgrades, and policy, database, and other updates in, of, or to the SaaS Services, and all derivative works based on any of the foregoing, and any copies of the foregoing are trade secrets and reserved to and proprietary property of Grey Market Labs.

d. **Right to Use Customer Data.** As used herein, “Customer Data” means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or its Users for processing by or through the Software or SaaS Services, or (b) collected, downloaded, or otherwise received by Grey Market Labs, the SaaS Services, or the Software for Customer or its pursuant to this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or

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h. Copies: You may not copy the Software.

i. Subsidiaries; Managing Parties: You may permit use of the Software in accordance with the terms of this Agreement by a Subsidiary only for so long as such entity remains your Subsidiary. You also may permit a third party with which you enter into a contract to manage your information technology resources (“Managing Party”), provided that (i) the Managing Party only uses the Software for your internal operations and not for the benefit of another third party or the Managing Party, (ii) the Managing Party agrees to comply with the terms and conditions of this Agreement and (iii) you provide Grey Market Labs with written notice that a Managing Party will be using the Software on your behalf. You shall be responsible and fully liable for each Subsidiary’s and Managing Party’s compliance with or breach of the terms of this Agreement.

j. General Restrictions: You may not, and you may not cause or allow any third party to: (i) decompile, disassemble or reverse-engineer the Software; or create or recreate the source code for the Software; (ii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies of the Software and Documentation made by you; (iii) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise; (iv) modify, adapt, tamper with, translate, or create derivative works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or

I. Intentionally Omitted.

m. User Subscriptions. User-based subscriptions may only be used by the number of Users identified in the Order Form. Individual User licenses may not be shared or used by more than one individual User but may be reassigned to new Users who are replacing former Users that have been terminated or otherwise no longer use the SaaS Services.

### 3) CUSTOMER OBLIGATIONS.

a. Customer Access. Customer is responsible for all activity occurring under Customer's SaaS Services and Support accounts. Customer will provide Grey Market Labs with all information and assistance required to supply the SaaS Services or enable Customer's use of the SaaS Services. Customer will immediately notify Grey Market Labs of any: (1) unauthorized account use or other suspected security breach within Customer's account; or (2) unauthorized use, copying or distribution of SaaS Services, Documentation or Customer Data within Customer's account.

b. Customer Data. Customer must obtain all necessary rights and permissions from Users to provide the data to the SaaS Services and Grey Market Labs as contemplated herein. Customer represents and warrants that: (1) Customer has the legal rights and applicable consents to provide Customer Data to Grey Market Labs, (2) Customer will comply with all applicable laws for processing and transferring Customer Data to Grey Market Labs and (3) Customer retains adequate back-ups of Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. The SaaS Services rely on Customer Data as supplied by Customer, and Grey Market Labs is not liable for the content of Customer Data. Grey Market Labs does not assume any duty or obligation to correct or modify Customer Data. Except as provided herein, Customer retains all right, title and interest in and to Customer Data.

c. System Administrator. As needed, Customer will provide Grey Market Labs contact information for Customer's system administrator, who

with Grey Market Labs' performance of Support or otherwise under this Agreement, applicable personally identifiable information, data, and material.

5) Limited Warranty and Disclaimer.

a. Limited Warranty: Grey Market Labs warrants that, for the Subscription Period, the Software licensed hereunder will perform substantially in accordance with the Documentation (the "Limited Warranty").

b. Exclusive Remedy: In case of any breach of the above Limited Warranty, as your exclusive remedy and Grey Market Labs' entire obligation and liability Grey Market Labs will (i) repair or replace the Software or (ii) if such repair or replacement would in Grey Market Labs' opinion be commercially unreasonable, upon Grey Market Labs' receipt of your written representation and promise that you have removed all instances of the Software and will not use the Software, refund the price paid by you for the applicable Software, excluding any third party costs incurred through the use of that Software.

c. Exclusion of Warranty: THE ABOVE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE SERVICES ARE NOT USED IN ACCORDANCE WITH THIS AGREEMENT OR THE DOCUMENTATION, (ii) THE SOFTWARE OR ANY PART THEREOF HAS BEEN MODIFIED BY ANY ENTITY OTHER THAN Grey Market Labs, (iii) A MALFUNCTION IN THE SOFTWARE HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY Grey Market Labs, (iv) SERVICES HAVE BEEN USED BY CUSTOMER IN VIOLATION OF TERMS OF SERVICE, EITHER of Grey Market Labs OR THIRD PARTIES WHICH CAUSE LIMITATION, BLOCKING, EXCLUSION, OR OTHER ADVERSE RESPONSE OR BEHAVIOR.

d. Disclaimer: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED WITHOUT ANY OTHER WARRANTY, AND Grey Market Labs MAKES NO REPRESENTATIONS OR WARRANTIES, AND Grey Market Labs DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION.

ASSERTION THAT THE FUNCTIONING OF THE HIGH RISK SYSTEM DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE SOFTWARE OR THAT THE FAILURE OF THE SOFTWARE CAUSED A HIGH RISK SYSTEM TO FAIL.

6) Limitation of Remedies and Damages.

a. SUBJECT TO SECTION 6(C) BELOW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, LOST PROFITS OR REVENUE, DAMAGES DUE TO WORK STOPPAGE AND/OR COMPUTER FAILURE OR MALFUNCTION, AND/OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.

b. SUBJECT TO SECTION 6(C) BELOW, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT AND/OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE AMOUNT OF TOTAL FEES PAID OR PAYABLE BY YOU FOR THE SOFTWARE OR SAAS SERVICES GIVING RISE TO SUCH CLAIM.

c. No provision of this Agreement shall exclude or limit in any way (i) the liability of either party for death or personal injury caused by negligence or (ii) your liability for excess usage of and/or any breach of Grey Market Labs' intellectual property rights in the Software, (iii) either party's indemnification obligations under this Agreement or damages arising from either party's breach of its confidentiality obligations hereunder; or (iv) damages arising from either party's fraud, gross negligence, or willful misconduct.

d. THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE

have been avoided absent such technology or designs; (ii) modifications or programming to Software that were made by anyone other than Grey Market Labs, if the Claim would have been avoided absent such modifications; or (iii) the combination of the Software with any other software, hardware, or technology not supplied by Grey Market Labs, if the Claim would have been avoided absent such combination.

c. Conditions: As a condition of Grey Market Labs' obligations under this Section 7, you must provide to Grey Market Labs: (i) prompt written notice of the Claim (provided that Grey Market Labs shall not be excused from its indemnity obligations for your failure to provide notice except and then solely to the extent that Grey Market Labs is materially prejudiced thereby) and your agreement to give Grey Market Labs control over the defense and settlement of the Claim (provided that the Grey Market Labs shall not enter into any settlement without your written consent unless such settlement unconditionally releases you of all liability and does not make any admissions on behalf of you or include payment of any amounts by you); and (ii) your full and timely cooperation.

d. Intentionally Omitted.

e. Remedies: In the event your use of the Software or SaaS Services is enjoined or threatened, Grey Market Labs shall, at its sole discretion and at its expense: (i) procure for you the right to continue using the Software; (ii) replace the Software with a non-infringing but functionally equivalent Software; (iii) modify the Software so that it becomes non-infringing but functionally equivalent; or (iv) terminate the affected Order and, upon your return of the Software to Grey Market Labs, and/or removal of the Software from your systems, refund the residual value of the purchase price paid by you for the infringing Software, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to you.

f. Personal Indemnity: The foregoing indemnity is personal to you and the other indemnitees identified in Section 7(a) above. You may not transfer it to anyone, including your customers.

g. Exclusive Remedy: The indemnity section states Grey Market Labs' entire obligation and your exclusive remedy for Claims of patent or



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b. Beta Software: If the Software that you have received has been identified by Grey Market Labs as “Beta” Software, then the provisions of Section 9(a) above shall apply accordingly. Grey Market Labs has no obligation to you to further develop or publicly release the Beta Software. Support is not available for Beta Software. If requested by Grey Market Labs, you will provide feedback to Grey Market Labs regarding testing and use of the Beta Software, including error or bug reports. You agree to grant Grey Market Labs a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, distribute and make derivative works and incorporate the feedback into any Grey Market Labs product at Grey Market Labs’ sole discretion. Upon receipt of a later unreleased version of the Beta Software or release by Grey Market Labs of a publicly released commercial version of the Beta Software, you agree to return or destroy all earlier Beta Software received from Grey Market Labs.

c. “Free” or “Open-Source” Software: The Software may include components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model (“FOSS Code”). FOSS Code components included with the Software are redistributed by Grey Market Labs under the terms of the

“FOSS Code” license, which is available at [FOSS Code License](#).

display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

#### 11) Privacy and Collection of Personal or System Information.

a. The Software, Support or service subscription may employ applications and tools to collect personally identifiable, sensitive or other information about you and users (e.g., including, without limitation, your and users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (e.g., including, without limitation, information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, Grey Market Labs products installed, Grey Market Labs components, processes and services information, frequency and details of update of Grey Market Labs components, information about third party products installed, extracts of logs created by Grey Market Labs, usage patterns of Grey Market Labs products and specific features, etc.) (collectively, "Usage Data").

b. The collection of this Usage Data may be necessary to provide you and your Users with the relevant Software, Support or service subscription functionalities as ordered (e.g., including, without limitation, detecting and reporting threats and vulnerabilities on your and users' computer network), to enable Grey Market Labs to improve our Software, Support or service subscription (e.g., including, without limitation, content synchronization, device tracking, troubleshooting, etc.), and to further or improve overall security for you and Users. You may be required to uninstall the Software or disable Support or its service subscription to stop further Usage Data collection that supports these functions. We will not sell or disclose any Usage Data to third parties.

#### 12) Audit.

a. For any installed software, upon thirty (30) days' prior notice Grey Market Labs may request, and you must provide, a Software-

that may have been installed during the course of the Subscription Period.

e. All audits will be conducted in accordance with Government security requirements.

### 13) Export Controls.

a. Software: You acknowledge that the Software is subject to U.S. and when applicable, European Union export regulations. You shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. You shall not export the Software to any individual, entity or country prohibited by applicable law or regulation. You are responsible, at your own expense, for any local government permits, licenses or approvals required for importing and/or exporting the Software. If Grey Market Labs receives notice that you are or you become identified as a sanctioned or restricted party under applicable law, then Grey Market Labs will not be obligated to perform any of its obligations under this license if such performance would result in violation of the sanctions or restrictions.

b. Data: You acknowledge that Data collected via the platform is the responsibility of the end user and license holder. If specific data controls are required (e.g. prevention of downloads, cross-border data transfer), Customer is required to notify Grey Market Labs of the specific requirements for support in configuration of the licensed Software.

### 14) Governing Law.

a. All disputes arising out of or relating to this Agreement or its subject matter will be governed by the laws of the Commonwealth of Virginia. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted shall not apply.

### 15) Confidentiality

a. Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it may have access to confidential

provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible. Unless otherwise agreed to by both parties, upon termination of this Agreement or an applicable Addendum, each party will return (or, at the disclosing party's request, destroy) the other party's Confidential Information.

#### 16) Telephony Consent and Opt-in/out.

- a. Respectful Use: Users must not harass, threaten, or use offensive language in communications. Messages should align with local, state, and federal laws, including anti-spam and consumer protection regulations.
- b. Consent and Communication: Users must obtain explicit consent from third parties before initiating communication. Consent can be verbal, written, or through agreement to terms that outline the scope of communications.
- c. Opt-In and Opt-Out Practices: All initial communications must include clear opt-out language (e.g., "Reply STOP to unsubscribe"). Upon receiving a STOP message, users must immediately cease communication with the recipient.
- d. Compliance with Message Content Standards:  
Prohibited content includes, but is not limited to: (1) Unsolicited commercial messages (spam) (2) Fraudulent, misleading, or deceptive information (3) Obscene or illegal material.
- e. Responsibility for User Actions: Users are responsible for maintaining compliance with carrier and regulatory guidelines. Violations may result in suspension or termination of access to the telephony service.
- f. Upon authenticating to Replica, your affirmative consent to follow the Terms of Service and abide by this EULA is required to proceed. Violation of this provision may result in suspension of the Telephony service or your Replica license(s).

#### 17) Miscellaneous.

5. If you are a California resident, you agree that the laws of the State of California shall govern this EULA and any dispute arising out of or relating to this EULA, including its interpretation, its performance, its breach, or its termination.

both parties shall control. This Agreement may not be modified except by a separate written agreement signed by duly authorized representatives of both parties. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by the party so waiving. If any provision of this Agreement is held invalid, unenforceable, invalid, or prohibited under law, then such provision will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement shall continue in full force and effect.

e. All notices, requests, demands and determinations for Grey Market Labs under this Agreement (other than routine operational communications) shall be sent to: the applicable entity address in Section 1(g) of this Agreement addressed to “Attention: Legal Department”. All notices, requests, demands, and determinations for Customer under this Agreement (other than routine operational communications) shall be sent to: [support@greymarketlabs.com](mailto:support@greymarketlabs.com)