

TERMS OF SERVICE

RunReveal Terms of Service

These terms of service (“Terms”) apply to your access and use of the security data platform provided by RunReveal, Inc. (“RunReveal,” “we,” “us,” or “our”) via the site located at runreveal.com (“Site”). RunReveal’s security data platform (“Platform”) and the Site, collectively, constitute the “Services.”

By accessing or registering to use any of the Services, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.

If you are an individual accessing or using any of the Services on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (a “Company”), then you are agreeing to the terms and conditions set forth in these Terms on behalf of yourself and such Company. References to “you,” “your,” or “Company” in these Terms will refer to both the individuals using the Services and to any such Company.

“Effective Date” with respect to the Platform is the first date such Platform is accessed by Company.

1. PRIVACY.

For information about how we collect, use, and share information about users of the Services, please see our <https://www.runreveal.com/privacy-policy>.

2. SERVICES

2.1 Subscription.

RunReveal provides several subscription options with respect to the Platform. Each subscription option outlines (a) the period when the Platform

is provided/made available to Company (each, a “Subscription Period”) and (b) the fees Company must pay in exchange for the access and use of the Platform (“Subscription Fees”). In order to access and use the Platform, Company must register for an account and select a subscription (either via the Site or directly from RunReveal). When registering for an account, Company agrees (i) to provide accurate, current, and complete information (“Registration Data”), and (ii) to maintain and promptly update the Registration Data (and any other information provide by Company to RunReveal) in order to keep it accurate, current, and complete. Company is bound by the terms and conditions of the subscription selected by Company (whether via RunReveal or the Site), including the applicable Subscription Period and Subscription Fees, and all such terms and conditions are incorporated into these Terms by reference (collectively, the “Subscription”).

2.2 Permissions.

Subject to the terms and conditions of these Terms, Company may access and use the Platform. In connection with the Platform, Company grants to RunReveal a non-exclusive, royalty-free, worldwide, and sublicenseable right and license to use, reproduce, modify, and store all data and all information provided by Company in connection with or via the Platform (“Company Data”). Company represents and warrants that (a) Company possesses the necessary rights and consents to grant RunReveal the rights set forth in these Terms with respect to the Company Data, (b) neither the Company Data nor the use, by RunReveal (or any individual or entity acting on RunReveal’s behalf), of any of the Company Data infringes, misappropriates, or violates any Intellectual Property Rights (as defined below), rights of publicity, rights of privacy, or any other rights of any individual or entity, and (c) all of the Company Data is (and was) collected, stored, transferred, processed, disclosed, and otherwise handled by Company and any individual or entity acting on Company’s behalf in accordance with all applicable laws, rules, and regulations.

2.3 Security, Support and SLA.

RunReveal’s security standards, support services, and service level standards with respect to the Platform are set forth, respectively, at

runreveal.com/security, runreveal.com/support, and runreveal.com/enterprise-service-level-agreement. All such terms (a) may be updated, from time-to-time, by RunReveal, and (b) are incorporated into these Terms by reference.

2.4 Restrictions and Acknowledgements.

Except as expressly authorized by these Terms, Company may not (a) modify, disclose, alter, translate, or create derivative works of the Services (or any components thereof); (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Services (or any components thereof); (c) use the Services to store or transmit any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions; (d) copy, frame, or mirror any part or content of the Services; (e) build a competitive product or service, or copy any features or functions of the Services or any of RunReveal's other products or services; (f) interfere with or disrupt the integrity or performance of the Services; (g) attempt to gain unauthorized access to the Services or their related systems or networks; (h) disclose to any third-party any performance information or analysis relating to the Services; (i) remove, alter, or obscure any proprietary notices in or on the Services, including copyright notices; (j) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate, create, or attempt to create the source code of the software components of the Services or their structural framework (in whole or in part), or perform any process intended to determine the source code for the software components of the Services; (k) circumvent or attempt to circumvent any technological protection measures intended to restrict access to or use of any portion of the Services or the functionality of the Services; (l) take any action that imposes an unreasonable or disproportionately large load on the Services; or (m) cause or permit any individual or entity to do any of the foregoing. Further, Company acknowledges and agrees that RunReveal may monitor, collect, use, and store information (including anonymous and aggregate statistics) regarding use of the Services and information provided via the Services (collectively, "RunReveal Data").

2.5 Ownership.

As between the parties and subject to the grants set forth in these Terms, Company owns all right, title, and interest in and to the Company Data together with any and all Intellectual Property Rights embodied in or related to the Company Data. As between the parties and subject to the grants set forth in these Terms, RunReveal, notwithstanding any terms to the contrary in these Terms, owns all right, title, and interest in and to the Services, the RunReveal Marks (as defined below), and the RunReveal Data together with any and all Intellectual Property Rights embodied in or related to the foregoing. For the purpose of these Terms, “Intellectual Property Rights” means any and all patent rights, copyrights, moral rights, trademark rights, trade secret rights, and any other form of intellectual property or proprietary rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

3. Fees, Payment Terms, and Cancellations/Terminations

3.1 General. When Company registers for the Platform, Company must provide, via the Site, Company’s valid credit card or debit card number (“Payment Method”) to RunReveal’s third-party payment processor. Company represents and warrants that Company (a) has the right to have fees charged to the Payment Method and (b) agrees to have the fees charged to the Payment Method. The Subscription Fee will be billed on the Effective Date and on an ongoing basis thereafter unless the Subscription is terminated or suspended. Note that the timing of the billing may change if (a) there is a problem with the Payment Method or (b) a change has been made to the nature of the Services. Company is responsible for all charges incurred in connection with the Subscription. In the event that the Payment Method provided by Company to RunReveal or its third-party payment processor is unable to cover the Subscription Fee, RunReveal may suspend Company’s access to the Platform. From time-to-time, RunReveal may modify the fees for the Platform provided that no modifications will be effective until the end of the then-current Subscription Period.

3.2 Term and Termination.

Unless terminated as set forth in these Terms, the Subscription commences on the Effective Date and continues until the close of the Subscription Period. Thereafter, unless terminated as set in these Terms, the Subscription will automatically renew for successive periods equivalent to the length of the initial Subscription Period (each period referred to as a Subscription Period) unless Company or RunReveal provides written notice of non-renewal no less than 60 days prior to the close of the then-current Subscription Period. Company acknowledges that Company will not receive notice of a renewal date. Company may cancel its Subscription at any time. Please note that Subscriptions must be canceled before renewals in order to avoid being charged for the next Subscription Period. If Company cancels its Subscription, the cancellation will become effective at the end of the then-current Subscription Period. Please contact RunReveal's customer support team [provide hyperlink to customer support] for instructions on how to cancel. RunReveal may terminate a Subscription (a) for cause if Company (or an individual or entity using its account) breaches these Terms and fails to remedy such breach within the 10-day period commencing upon the date that RunReveal provides Company with notice of such breach, (b) immediately and for cause if the Payment Method fails, and (c) if RunReveal reasonably believes it must cease providing the Services.

3.3 Effects of Termination.

Upon any termination of the Subscription, (a) all rights and licenses granted to Company under these Terms with respect to the Platform will immediately cease and (b) Company must immediately pay to RunReveal all amounts due for the period for which Company contracted. For example, (i) if the applicable Subscription Period is 12 months, (ii) the applicable Subscription Fees are split in 12 equal payments (each of which is due and payable at the beginning of each month as measured from the Effective Date), and (iii) Company elects to terminate its Subscription and the effective date of termination of its Subscription occurs upon the close of the 9th month of the Subscription Period, Company must immediately pay the equivalent of 5 monthly payments. Notwithstanding any terms to the contrary in these Terms, (x) Sections 2.4 (Restrictions and Acknowledgements), 2.5 (Ownership), 3.3 (Effects of Termination), 4 (Disclaimer), 5 (Indemnification),

6 (Limitation of Liability), and 8 (General) will survive any termination of these Terms, and (y) no refunds will be issued.

4. Disclaimer.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. RUNREVEAL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, THE SERVICE REPORTS, THE THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW), AND THIRD-PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE.

5. Indemnification.

RunReveal, at its sole expense, will defend Company from and against any and all third-party claims, suits, actions or proceedings (each a “Claim”), and indemnify Company from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest, and disbursements) (“Losses”) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by RunReveal resulting from the Platform infringing any Intellectual Property Rights of any third-party, to the extent the Claim and Losses do not result from or arise in connection with any negligent or willful misconduct of Company or any of Company’s employees, contractors and/or service providers or any third party. Company agrees, at Company’s sole expense, to defend RunReveal and its directors, officers, employees, consultants, and agents (“RunReveal Indemnitees”) from and against any and all actual or threatened Claims, and indemnify the RunReveal Indemnitees from any related Losses resulting from any actual or alleged breach of any of Company’s obligations under these Terms (including, but not limited to, any actual or alleged breach of any of Company’s representations or warranties).

The indemnifying party's indemnification obligations under this Section 5 are conditioned upon the indemnified party (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under this Section 5 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims), (b) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified party), and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

6. Limitation of Liability.

IN NO EVENT WILL RUNREVEAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, AND THIRD-PARTY TRADEMARKS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. RUNREVEAL'S ENTIRE LIABILITY TO COMPANY AND ANY OTHER INDIVIDUAL OR ENTITY, ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, THE SERVICE REPORTS, THE THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW), AND THIRD-PARTY TRADEMARKS (AS DEFINED BELOW), WILL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY COMPANY TO RUNREVEAL DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE TERMS, RUNREVEAL WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF, AND/OR UNAUTHORIZED ACCESS TO ANY DATA OR OTHER INFORMATION. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 6 WILL BE GIVEN FULL EFFECT EVEN IF ANY

REMEDY SPECIFIED IN THESE TERMS ARE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. Trademarks.

RunReveal's name, trademarks, logos, and all other RunReveal product names, service names, or slogans included in or related to the Services (collectively, the "RunReveal Marks") are property of RunReveal and may not be copied, imitated, or used (in whole or in part) without RunReveal's express prior written consent in each instance. The look and feel of the Services, including, but not limited to, all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of RunReveal, may not be copied, imitated, or used (in whole or in part) without RunReveal's express prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services ("Third-Party Trademarks") are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of any Third-Party Trademarks included in or related to the Services is typically intended to denote interoperability and does not constitute an affiliation by RunReveal and its licensors with such company or an endorsement or approval by such company of RunReveal or its licensors or their respective products or services.

8. General.

8.1 Independent Contractors.

Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

8.2 Assignment.

Company may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these Terms or any right, title, interest, or obligation hereunder without the prior written consent of RunReveal. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. RunReveal may assign these Terms without Company's prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms.

8.3 Feedback.

Any suggestions, comments, or other feedback provided by Company to RunReveal with respect to any of the Services or RunReveal (collectively, "Feedback") will become the exclusive property of RunReveal, and RunReveal will be free to use, disclose, reproduce, modify, create derivative works of, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of Intellectual Property Rights or otherwise.

8.4 Electronic Communications.

Company agrees that we may communicate with Company electronically regarding Company's use of any of the Service and that any notices, agreements, disclosures, or other communications that we send to Company electronically will satisfy any legal communication requirements, including, but not limited to, that the communications be in writing. To withdraw Company's consent from receiving electronic notice, please notify us at [provide hyperlink to customer support.]

8.5 Severability.

If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being

enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

8.6 Entire Agreement & Precedence.

These Terms (together with all terms incorporated into these Terms by reference) set forth the entire agreement and understanding of the parties relating to the subject matter of these Terms and supersedes all prior agreements or understanding with respect to such subject matter and all past dealing or industry custom. Company's use of any of the Services may be subject to a separate agreement between Company and RunReveal. If any of the terms of such separate agreement conflict with any of the terms of these Terms, the terms of such separate agreement will govern to the extent of such conflict.

8.7 Force Majeure.

RunReveal is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of services provided by any service providers used by RunReveal, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

8.8 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be entirely performed within the State of Texas, without resorting to its conflict of law provisions.

9. Questions.

If Company has any questions regarding the use of any of the Services, please email us at support@runreveal.com.