



Human Security, Inc. Standard Terms and Conditions

Client desires to purchase, and Human Security, Inc. ("HUMAN") desires to provide to Client, the Services (as defined herein), subject to these Standard Terms and Conditions ("Standard Terms"), any applicable Service Terms and Conditions available at <https://www.humansecurity.com/service-terms-and-conditions> ("Service Terms") and the Data Processing Addendum available at <https://www.humansecurity.com/data-processing-addendum> and incorporated by reference herein (the "DPA" and collectively with the Standard Terms and Service Terms, the "Terms and Conditions"). The Terms and Conditions are incorporated by reference into each order form (an "Order Form") and statement of work (a "SOW") executed by either (i) HUMAN and Client, or (ii) Client and any authorized HUMAN reseller ("Reseller"). The Terms and Conditions, as well as any Order Form, any SOW, and any Appendices or Exhibits attached thereto, are collectively referred to herein as the "Agreement." Human and Client are each referred to herein as a "Party" and collectively, the "Parties". Capitalized terms used, but not defined herein, shall have the meaning as defined elsewhere in the Agreement.

1. DEFINITIONS.

- 1.1. **Affiliate** means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party where "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **Authorized User** means an employee of Client who is authorized by Client to access or use the Platform on Client's behalf.
- 1.3. **Client Data** means data submitted by or on behalf of Client to the Platform in connection with the Services.
- 1.4. **Client Properties** means web pages, mobile applications, API endpoints and/or ad serving and/or related infrastructure of Client that is covered by the Services or listed on the Order Form, as applicable.
- 1.5. **Documentation** means the documentation and usage guidelines for the Platform.
- 1.6. **Intellectual Property Rights** means copyrights (including the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including trade names, trademarks, service marks, and trade dress), patent rights (including the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, database rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.
- 1.7. **Platform** means the Services, Platform Data and HUMAN's technology used in deployment and delivery of the Services, excluding any Third Party Products, and including any dashboards, APIs, SDKs, tags, scripts, software, utility, tool or other code (such as javascript code) provided or made available to Client by HUMAN for use on certain Client Properties, as well as the proprietary software platform and any other infrastructure (including without limitation any API or other mechanism) through which HUMAN provides the Services.
- 1.8. **Platform Data** means any analyses, databases, models, observations, reports, statistics and other information analyzed, compiled, created, derived or generated by HUMAN in connection with delivery of the Services and the operation of the Platform. For the avoidance of doubt, Platform Data includes HUMAN's threat decision, which is data initially provided as part of Client Data that HUMAN has identified as invalid traffic and/or related to malicious or fraudulent activity.
- 1.9. **Services** means the services set forth in the applicable Order Form.
- 1.10. **Third Party Products** means any third-party products, services or processes, accessed or used at Client's discretion, that interoperate with the Services.



2. USAGE AND ACCESS RIGHTS.

2.1. The Platform. HUMAN hereby grants to Client a limited, non-exclusive, non-transferable (except as permitted in Section 10) right and license to allow its Authorized Users to access and use the Platform in connection with the Subscription(s) purchased under the applicable Order Form during the applicable Subscription Term, in accordance with the Documentation, on the terms and subject to any limitations set forth in the Agreement, solely for Client's internal business purposes. Client is responsible for the use of the Services by its Authorized Users and their compliance with this Agreement. Client, on behalf of itself and its Authorized Users, will not: (i) use the Platform on behalf of any third parties or permit anyone other than its Authorized Users to use the Platform; (ii) use the Platform, or allow access to it, in a manner that circumvents contractual usage restrictions; (iii) reproduce, modify, translate, reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about the Platform (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Platform; (iv) license, sublicense, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Platform available for access by third parties; (v) access or use the Platform for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Services, or (ii) allowing access to its account by a direct competitor of HUMAN; or (vi) alter, obscure, or remove any HUMAN branding or proprietary notices within the Platform.

2.2. Client Data. Client hereby grants to HUMAN a limited, non-exclusive, non-transferable (except as set forth in Section 10) right and license to access and use Client Data to provide the Services to Client and to generate Platform Data. To the extent that HUMAN processes Client Data on behalf of Client that includes Personal Data (as defined in the DPA), the processing by HUMAN of such Personal Data is governed by the DPA.

2.3. Evaluation Services. The following applies to any Services provided pursuant to a Proof of Concept Subscription (the "POC Services"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE POC SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND HUMAN SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE POC SERVICES. Unless otherwise stated on the applicable Order Form, HUMAN may discontinue POC Services at any time in its sole discretion.

3. OWNERSHIP.

As between HUMAN and Client, (a) HUMAN owns all right, title, and interest in and to the Platform (including all updates, enhancements, corrections, modifications and improvements thereto, whether suggested by Client or otherwise), any Documentation, and corresponding Intellectual Property Rights therein and (b) Client owns all right, title, and interest in and to the Client Data, Client Properties and corresponding Intellectual Property Rights therein. All rights not expressly granted to a Party under the Agreement are reserved by the other Party.

4. FEES; TAXES.

4.1. Fees and Invoicing. Unless otherwise set forth in the Order Form, HUMAN will invoice Client the fees for the Paid Subscription Term of the applicable Services in US Dollars: (a) in full, in advance, for prepaid usage and (b) monthly, in arrears, for any Overage (collectively, the "Fees"). HUMAN's measurement of Client's use of the Services is final. Client will pay the applicable Fees in accordance with the Payment Terms set forth in Order Form. Except as provided in the Agreement, Subscriptions are non-cancelable and Fees are non-refundable. Client shall notify HUMAN of any disputed Fees in writing (along with substantiating documentation) within fifteen (15) calendar days of receipt of an invoice. Client will be deemed to have accepted all invoices for which HUMAN does not receive timely notification of dispute, and Client shall pay all undisputed amounts due under such invoices by the due date set forth on the invoice. The parties shall seek to resolve all such disputes expeditiously and in good faith. Any payment not received from Client by the due date may accrue, at HUMAN's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. HUMAN also reserves the right to charge Client other reasonable costs of collection. If Client's account is 14 days or more overdue, in addition to any of its other rights or remedies, HUMAN reserves the right to suspend Client's access to the Services, without liability to HUMAN, until such amounts are paid in full.

4.2. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes imposed on the Services. If HUMAN has the legal obligation to pay or collect Taxes for which Client is responsible, HUMAN will invoice Client and Client will pay that amount unless Client provides HUMAN with a valid tax exemption certificate authorized by the appropriate taxing authority. If Client believes that it is required by



law to withhold tax amounts from amounts payable to HUMAN, Client will notify HUMAN and agrees that HUMAN may increase the Fees such that the net amount paid to HUMAN equals the amount set forth in the Order Form. For clarity, HUMAN is solely responsible for taxes assessable against HUMAN based on HUMAN's income, property and employees.

5. TERM AND TERMINATION.

5.1. Term and Termination. The term of each Order Form is set forth in the applicable Order Form. The Terms and Conditions will remain in effect for so long as HUMAN provides Services to Client or any Order Form is in effect. Either party may terminate any Order Form: (i) upon thirty (30) days' written notice to the other Party of a material breach of such Order Form or the Terms and Conditions, provided such breach remains uncured at the expiration of the notice period, if such breach is capable of being cured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Further, HUMAN may immediately terminate any Order Form if HUMAN has determined that Client's use of the Services is not for legitimate business purposes or if Client is complicit in fraudulent activities.

5.2. Effect of Termination. Upon expiration or termination of a Subscription, Client shall have no further right to access the Platform for such Services. Client shall (i) immediately cease all use of and access to the Platform for such Services and/or (ii) delete any tags, scripts, software or code from all Client Properties and disable any data feeds to HUMAN within 72 hours, or else all subsequent use of the Services will be billed at the Overage Rate. If an Order Form is terminated pursuant to Section 5.1, (a) by Client, then HUMAN shall refund to Client any prepaid amounts for the period after the effective date of such termination or (b) by HUMAN, then HUMAN will be deemed to have earned all amounts set forth in the Order Form. The terms and conditions of Sections 1, 3, 4, 5.2, 5.3, 6.3, and 7-10 shall survive termination of the Agreement.

6. WARRANTIES.

6.1. Mutual Warranties. Each party represents and warrants to the other that it has validly entered into the Agreement and has the legal power to do so and will comply with all applicable laws in its provision (in the case of HUMAN) and its use (in the case of Client) of the Platform.

6.2. HUMAN Warranties. HUMAN warrants that the Platform will substantially conform to the Documentation. If Client believes that the warranty set forth in this Section 6.2 has been breached, Client must notify HUMAN of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and HUMAN will promptly correct the non-conformity at its own expense if a breach of this warranty occurred.

6.3. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH IN THE AGREEMENT, THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS. HUMAN HEREBY MAKES NO, AND DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, PAST OR PRESENT, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY, INCLUDING THE RESULTS OBTAINED OR CONCLUSIONS DRAWN FROM USE OF THE PLATFORM, OR THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE SERVICES WILL BE ERROR-FREE.

7. INDEMNIFICATION.

7.1. Indemnification by HUMAN. HUMAN shall indemnify, defend, and hold harmless ("**Indemnify**") Client and its Affiliates, and the officers, directors, and employees of each, against damages, losses, liabilities, and expenses (including reasonable attorneys' fees) to the extent arising from any allegation or claim brought by a third party ("**Claim**") that the Platform infringes any Intellectual Property Right of such third party. The foregoing indemnification obligation of HUMAN shall not apply if a Claim arises, results from or is caused by: (1) modification of the Platform by any third party; or (2) use of the Platform in an unauthorized manner; (3) the Third Party Products or the Client Properties. If Client's use of the Platform, Services, or Platform Data is, or in HUMAN's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, HUMAN may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Client the right to continue using the Platform; or, if (i) and (ii) are commercially impracticable, (iii) terminate the applicable Order Form(s) and refund to Client the fees paid by Client for the portion of the Term pre-paid by Client during which Client had no access or use of the Platform.

7.2. Indemnification by Client. Client shall Indemnify HUMAN and its Affiliates, and the officers, directors, and employees of each, against damages, losses, liabilities, and expenses (including reasonable attorneys' fees) to the extent



arising from any Claim based upon: (a) Client's use of the Platform in a manner not permitted by the Agreement; (b) HUMAN's use of Client Data as permitted hereunder; or (c) the Client Properties (including without limitation any activities or aspects thereof or commerce conducted thereon).

7.3. Process. Each Party's obligations to Indemnify in this Section are subject to: (i) receipt by the indemnifying Party of prompt written notice of the applicable Claim (but in any event notice in sufficient time for the indemnifying Party to respond without prejudice); (ii) the indemnifying Party having exclusive right to control and direct the investigation, defense, and settlement of such Claim; and (iii) the indemnified Party providing all reasonable cooperation (at the indemnifying Party's expense). The indemnified Party may participate in the defense of any Claim by counsel of its own choosing, at its cost and expense. The indemnifying Party shall not settle any claim without the indemnified party's prior written approval, which the indemnified Party shall not unreasonably delay providing, unless such settlement is for money only and (i) includes a release of the indemnified Party and (ii) does not require the indemnified Party to admit fault or pay any amount or deliver any other consideration.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (A) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, AND LOSS OF GOODWILL, BUSINESS OR DATA, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE FEES CLIENT PAID UNDER THE ORDER FORM THAT SERVES AS THE BASIS FOR THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM. THE LIMITATIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO REDUCE FEES PAYABLE HEREUNDER. The Parties have relied on these limitations in determining whether to enter into the Agreement.

9. CONFIDENTIALITY. Neither Party shall (a) have any right or interest in or to the Confidential Information of the other Party or (b) use any Confidential Information of the other Party outside the scope of the Agreement. Each Party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information of similar nature to prevent the disclosure of the other Party's Confidential Information other than to its employees, Affiliates, subprocessors or other agents who must have access to such Confidential Information for such party to perform its obligations or exercise its rights hereunder, who each will be subject to confidentiality obligations no less strict than those set forth in this Section. "**Confidential Information**" means the material terms of the Agreement, and any information relating to or disclosed in the course of the Agreement that is, or should be reasonably understood to be, confidential or proprietary to the disclosing Party. Confidential Information will not include information (i) now or hereafter, through no unauthorized act or failure to act on the receiving Party's part, in the public domain; (ii) known to the receiving Party without an obligation of confidentiality effective at the time the receiving Party received the same from the disclosing Party; (iii) hereafter furnished to the receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) independently developed by the receiving Party, as evidenced by written records. If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at disclosing Party's expense, if the disclosing Party wishes to contest the disclosure. If the receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing Party in breach of the confidentiality protections hereunder, the disclosing Party shall have the right to seek injunctive relief to enjoin such acts.

10. CUSTOMER MENTION. HUMAN may, upon Client's prior written consent, use Client's name and logo in commercially reasonable sales and marketing materials, including advertising, case studies, publicity releases, and mentions on HUMAN's public website. Client agrees that any such use shall be subject to HUMAN complying with any written guidelines that Client may deliver to HUMAN regarding the use of its name.

11. GENERAL TERMS. The Agreement shall be governed and enforced under the laws of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions hereunder shall be the state and federal courts in New York County, New York, and each Party hereby waives any jurisdictional, venue or inconvenient forum objections thereto. Each Party waives any right to a jury trial. Neither party may assign the Agreement except upon the advance written consent of the other party, except that either Party may assign the Agreement to an Affiliate and HUMAN may assign the Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of HUMAN's assets or



voting securities upon notice to Client. The relationship of the parties under the Agreement is that of independent contractors, and the Agreement will not be construed to imply that either party is the agent of the other. There are no third party beneficiaries to the Agreement. The Agreement is not exclusive to either party. The Agreement may be amended only in writing, signed and executed by a duly authorized representative of each party; provided that HUMAN may amend the Terms and Conditions by posting an updated version at the same URL. Any notices under the Agreement must be sent to the addresses set forth in the Order Form (as may be modified by a party upon written notice), by nationally recognized express delivery service or email to the email address on the Order Form, and deemed given upon receipt. The Agreement constitutes the complete and entire expression of the agreement between the parties, and supersedes any and all other proposals, both oral and written, representations, warranties and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict or inconsistency between these Standard Terms and any other terms in the Agreement, such inconsistency shall be resolved in the following order of precedence: (1) Order Form; (2) Service Terms; (3) Standard Terms; and (4) DPA. No terms or conditions set forth on any Client purchase order, preprinted form or other document shall add to or vary the terms and conditions of the Agreement, and all such terms or conditions shall be null and void. The waiver of any breach or default of the Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in the Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of the Agreement will remain unaffected. Headings used herein are for reference purposes only, not for interpretation hereof. Neither Party shall be liable to the other for any delay in its performance of any obligation hereunder if the delay is due to unforeseen events that occur after the signing of the Agreement and that are beyond the control of such Party, such as a war, terrorism, riot, natural disaster, pandemic or failure of power, telecommunications, or data networks; provided that the Party whose performance is so delayed gives the other party notice thereof, and diligently resumes performance, as soon as reasonably practicable under the circumstances.

11. RESOLD CLIENTS. This Section 11 applies only if Client orders Services from a Reseller under a Reseller Agreement (such Services, “**Resold Services**”). If the Reseller is also providing support or other services in connection with the Resold Services, then Client authorizes HUMAN to share data with that Reseller to the extent necessary for that Reseller to provide support or other services. The description of the Services will be set forth in the ordering document Client enters with the Reseller (the “**Subscription Confirmation**”, which for the purposes of this Agreement, is also an Order Form) and Client will pay Reseller for Resold Services in accordance with the terms of the Subscription Confirmation. If Client must execute an additional Subscription Confirmation in order for HUMAN to invoice for overages, then Client will promptly execute such Subscription Confirmation or HUMAN has the right to suspend Services until such Subscription Confirmation has been executed. The Reseller is responsible for the accuracy of the Subscription Confirmation. In the event of any conflict between this Agreement and a Reseller Agreement, this Agreement shall govern as between HUMAN and Client. Resellers are not authorized to make any promises or commitments on HUMAN’s behalf, and HUMAN is not bound by any obligations to Client other than as specified in these Terms and Conditions.