

## END USER LICENSE AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF PRODUCTS FROM LINKSHADOW, INC. ("LINKSHADOW"). IF THIS IS A TRIAL OF LINKSHADOW PRODUCTS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT TRIAL.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE; BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT; OR FOR TRIAL, BY USING PRODUCTS SHIPPED DIRECTLY OR INDIRECTLY FROM LINKSHADOW ("ACCEPTANCE"), YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (THE "CUSTOMER"). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, AND THEREFORE THE TERMS "YOU" OR "YOUR" SHALL REFER TO CUSTOMER AND ITS AFFILIATES AS WELL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR CUSTOMER MAY USE THE PRODUCTS.

You may not access the Products if You are LINKSHADOW's direct competitor, except with LINKSHADOW's prior written consent. In addition, You may not access the Products for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between the Customer and LINKSHADOW as of the date of Acceptance of this Agreement.

### 1 Definitions

"Hardware" means the LINKSHADOW hardware products set forth in the Order.

"Product" means the LINKSHADOW security services product(s) set forth in the Order that consist of Hardware, Software, and/or Subscriptions.

"Order" means a sales quotation or order confirmation provided by LINKSHADOW or its authorized representative that specifies Trial Product(s) or Product(s) to be provided under this Agreement.

"Software" means the executable code version of LINKSHADOW's software products set forth in the Order and any updates thereto furnished by LINKSHADOW under this Agreement.

"Subscriptions" means subscription-based Software or services provided by LINKSHADOW to Customer for a fixed or recurring period, subject to subscription fees for each such period as set forth in the Order.

"Trial Products" mean the Products that LINKSHADOW or its authorized representative makes available to Customer for evaluation purposes.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity which have entered into Orders.

### 2 Scope

**2.1 Authorized LINKSHADOW Resellers.** For any Products acquired by Customer through an authorized LINKSHADOW reseller, LINKSHADOW shall remain the "licensor" for purposes of the grant of the licenses and other rights hereunder, and Customer shall remain the "licensee" for purposes of the obligations contained herein, Customer shall contract directly with the authorized LINKSHADOW reseller for the purchase of Hardware and/or Maintenance provided by such authorized LINKSHADOW reseller.

### 3 Products and Services

**3.1 Purchase of Hardware.** Customer agrees to purchase the Hardware set forth in the Order on the terms set forth in this Agreement. Delivery shall be FCA (Incoterms 2010) LINKSHADOW's point of shipment. All delivery dates are estimates.

**3.2 Software License.** Subject to the terms and conditions of this Agreement, LINKSHADOW grants to Customer a nonexclusive, nontransferable, limited license to use the Software in accordance with the applicable user documentation and license keys provided by LINKSHADOW solely for Customer's internal use: (i) at the Customer facility authorized in the Order, (ii) during the period for which Customer has purchased a then-current license and Subscription and paid the applicable subscription fees, (iii) by Customer employees up to the number of users for whom then-current licenses and Subscriptions have been paid, and (iv) for the measured usage ("Measured Usage"), up to the service level set forth in the Order ("Service Level").

**3.3 Subscriptions.** The Subscriptions will commence on the Effective Date (or other applicable start date specified in the Order) and will continue for the period set forth in the Order (the "Initial Subscription Term"). The Subscriptions will automatically renew at the end of the Initial Subscription Term and any subsequent term for a renewal term of one (1) year (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term") unless either party has provided written notice of non-renewal of the applicable Subscription at least ninety (90) days prior to the end of the then-current term. All renewals are subject to payment of applicable subscriptions fees.

**3.4 Evaluation.** Any Trial Products may only be used for evaluation during the evaluation period set forth in the Order, not to exceed 60 days ("Evaluation Period") or such longer period as may be approved in writing by LINKSHADOW in its sole discretion and solely for considering whether to purchase such Trial Products from LINKSHADOW and not for any other purpose or any productive use. Any rights to use the Trial Products beyond the scope of this Agreement shall be subject to a separate written agreement between LINKSHADOW and Customer. LINKSHADOW may, at its option, provide reasonable support for the Trial Products to facilitate Customer's ability to evaluate such technology, but shall have no obligation to provide any such support. During the Evaluation Period, LINKSHADOW may, at its sole discretion, limit certain functionality or features of the Trial Products. Customer shall discontinue all use of and return such Trial Products at the end of the Evaluation Period, or as per a notification from LINKSHADOW at its sole discretion, unless the Customer has properly procured the applicable Trial Products and converted them to Products hereunder.

**3.5 Restrictions.** Customer shall not (and shall not permit any third party to) (i) copy, modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software or Subscriptions to human perceivable form or attempt to discover underlying source code, algorithms or techniques, (ii) provide, lease, use for or lend or otherwise allow use of any Product by or on behalf of any third party or at any location other than the Customer facility authorized in the Order, (iii) disclose any benchmarking, competitive analysis or other results obtained from any Product or use any Product or portion thereof to develop any similar item or any competitive products or services, (iv) use or remove the applicable Software or Subscriptions from any Hardware on which or for which they are provided under the applicable Order, (v) attempt to disable or circumvent any license key, encryption or other security device or mechanism used in connection with the Product, Software or Subscriptions; or (vi) remove or otherwise interfere with any portion of the Product designed to monitor Customer's compliance with this Agreement. Customer acknowledges that Software and Subscriptions may include license keys and other features that disable use at the end of the applicable license or Subscription Term, or once the Service Level set forth in the Order is met.

**3.6 Proprietary Rights.** The Software and Subscriptions are licensed and not sold. LINKSHADOW shall retain at all times the ownership of all Software and Subscriptions and all intellectual property rights relating thereto. Customer agrees that LINKSHADOW may use and exploit without restriction any error reports,

suggestions and other information provided by Customer with respect to the Products and shall own any fixes, modifications, improvements, and new versions made by LINKSHADOW based on such information. The Products, Software, documentation, and other non-public information provided by LINKSHADOW, and the terms of this Agreement, are confidential to LINKSHADOW and shall not be disclosed by Customer to any third party. Products may contain certain software or portions provided under terms and conditions different from this Agreement (such as open source or community source), which may be identified in a text file or about box or in a file or files referenced thereby, and Customer agrees that such software or portions will be subject to such other terms and conditions to the extent inconsistent with this Agreement or to the extent required by such other terms and conditions. All implied licenses are disclaimed, and all rights not expressly granted herein are reserved to LINKSHADOW.

**3.7 Data Access.** LINKSHADOW collects personally identifiable information about Customer and its users that may be uploaded during registration or account administration and information provided during support requests (collectively, "Customer Administrative Data"). Customer Administrative Data includes, for example, name, email address, phone number, and LINKSHADOW-generated licenses associated with a Customer's account or email address. In the provision of the Product or a Subscription (including services related thereto), LINKSHADOW may receive, store, process, and utilize network traffic data, including system stability data, threat detection information, user experience data, user interface data, and session and detection metadata (including packet capture data) (such data, "Customer Traffic Data" and, together with Customer Administrative Data, all such data is "Customer Data"). Without limiting the foregoing, LINKSHADOW may automatically access, process, and retain Customer Traffic Data transferred on networks to which Customer connects any Product for purposes of product improvement, analysis, and evaluation as follows:

a. **Default Access.** LINKSHADOW may monitor and access: (i) system stability data, including uptime statistics for various processes; hardware, software and network failure indicators; and backtrace and call stack data; (ii) threat detection information, including the number, type and score of each threat detection instance (based on LINKSHADOW proprietary metrics); the attribution of each threat detection to an anonymized host; and the score for each anonymized host; (iii) anonymized user experience data, including the last login time; the frequency of logins; and User Interface clickstream data; and (iv) interface data.

b. **Optional Metadata Access.** As set forth in the Order or as Customer otherwise elects during the installation, configuration, or use of the Products, LINKSHADOW may (in addition to the Customer Traffic Data set forth in Section 3.8a) monitor and access non-identifying session and detection metadata, including DNS, HTTP and session data; detection details; host ID mapping data; and precursors.

**3.8 Data Access Consent.** Customer acknowledges that the Products detect threats and attacks by monitoring Customer Data, and that the Products may be less effective in detecting threats, attacks, or other suspicious or unauthorized activity if the Products do not have adequate access to Customer Data. Customer authorizes and directs LINKSHADOW to store, process, retrieve, and disclose Customer Data for the following purposes: (i) providing service to Customer; (ii) analysing, maintaining and improving LINKSHADOW's products and services; (iii) complying with legal, governmental or contractual terms or requirements, including without limitation good faith efforts to comply with such terms or requirements; (iv) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing LINKSHADOW products and services; and (v) anonymously aggregating and statistically analysing malicious or unwanted content. In addition, LINKSHADOW may use Customer Administrative Data for the following purposes: (a) to inform Customer about products, seminars, and services LINKSHADOW believes may be of interest to you; (b) to contact Customer if LINKSHADOW needs to obtain or provide additional information; and (iii) to verify the accuracy of LINKSHADOW's records. LINKSHADOW may use web analytics and cookies as set forth in the LINKSHADOW Privacy Policy available online at <https://www.linkshadow.com/privacy->

policy, which LINKSHADOW may amend from time to time in compliance with applicable laws and regulations.

**3.9 Data Protection by Customer.** Customer represents and warrants that Customer's use of the Products and Subscriptions complies with all applicable laws, including those related to data privacy, data security, and international communications and that Customer has obtained any and all consents necessary for LINKSHADOW to engage in data processing under this Agreement. Submission or provision of Customer Data to LINKSHADOW shall be at Customer's own risk, and LINKSHADOW assumes no responsibility or liability for receipt of such Customer Data.

**3.10 Confidentiality.** The Software remains a confidential trade secret of LINKSHADOW and/or its suppliers. The Software is protected by the copyright and other intellectual property laws of the United States and international treaties. Customer acknowledges that, in the course of using the Product, including the Software, Customer may obtain or learn information relating to the Software, which may include, without limitation, information relating to the performance, reliability or stability of the Software, operation of the Software, knowhow, techniques, processes, ideas, algorithms, and software design and architecture ("Proprietary Information"). As between the parties, such Proprietary Information shall belong solely to LINKSHADOW. During and after the term of this Agreement, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, Proprietary Information to any third party.

**4 Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue for each Order until the end of the applicable Subscription Term, unless earlier terminated. Either party may terminate this Agreement or an applicable Order in the event of breach by the other party that is not cured within 30 days after notice (or 10 days for breach of payment or license restrictions). LINKSHADOW may terminate this Agreement immediately upon Customer becoming insolvent or generally failing to pay its debts as they become due, or commencing or becoming subject to reorganization, insolvency or liquidation proceedings or ceasing to conduct business in the ordinary course. Upon termination, all licenses and Subscriptions shall terminate, and Customer shall return and cease all use of the Software and Subscriptions. Sections 3.6, 3.7, 3.9, 3.10, 3.11, 6, 7, 8 and 9, and all payment obligations accruing prior to termination, will survive.

## **5 Limited Warranty**

**5.1 Limited Warranty.** Hardware as delivered by LINKSHADOW will be free from material defects in materials and workmanship for a period of ninety (30) days from the date of shipment. Customer's sole remedy, and LINKSHADOW's exclusive liability, with respect to such warranty will be to repair, replace or provide a refund of the purchase price (at LINKSHADOW's option) for the defective Hardware or portion thereof, subject to return within the applicable warranty period in accordance with LINKSHADOW's return materials authorization (RMA) procedures and provided the defect is not due to accident; unusual physical, electrical or electromagnetic stress; neglect; modification, alteration or misuse; or failure to properly install, operate and maintain in accordance with the manufacturer's specifications. Software and Subscriptions are subject to maintenance as set forth in Exhibit A and not warranty. LINKSHADOW does not warrant that Product will meet Customer's requirements or function uninterrupted or error free. EXCEPT AS EXPRESSLY SET FORTH ABOVE, PRODUCTS, SOFTWARE, HARDWARE, SUBSCRIPTIONS AND ANY SERVICES ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND LINKSHADOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING SECTIONS 5 (LIMITED WARRANTY) AND 6 (LIMITATION OF LIABILITY), DURING THE TRIAL THE PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND LINKSHADOW SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE PRODUCTS FOR THE TRIAL PERIOD. WITHOUT LIMITING THE

FOREGOING, LINKSHADOW AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL MEET ANY REQUIREMENTS, AND (B) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6 (LIMITATION OF LIABILITY), CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO LINKSHADOW AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF ITS USE OF THE PRODUCTS DURING THE TRIAL PERIOD, AND ANY BREACH BY CUSTOMER OF THIS AGREEMENT.

**5.2 RMA Procedures.** Prior to return of any Hardware, Customer will execute and report the results of any tests or diagnostics specified by LINKSHADOW, confirm limited warranty status with LINKSHADOW and obtain and affix an RMA number from LINKSHADOW prior to shipment. Returns with RMA number are to be shipped by Customer, freight pre-paid, to LINKSHADOW's designated return or repair facility, so that they are received within 2 weeks of obtaining the RMA number. Any Hardware found to be out-of-warranty, including any with a voided warranty, is subject to charges for processing and repair or replacement at LINKSHADOW's then-current rates.

**6 Limitation of Liability.** IN NO EVENT SHALL LINKSHADOW BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LINKSHADOW'S TOTAL LIABILITY ARISING OUT OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID FOR THE RESPECTIVE PRODUCT, SOFTWARE, SUBSCRIPTION OR SERVICE TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

**7 Governing Law; Disputes.** This Agreement is governed by UAE law, excluding its choice of laws rule. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be subject to exclusive jurisdiction, forum, and venue of Dubai courts in the United Arab Emirates, and the parties agree and submit to the personal and exclusive jurisdiction of these courts. This Agreement and all proceedings shall be in the English language only.

**8 Export; FCPA.** Products may not be exported without prior written consent of LINKSHADOW. Customer warrants and hereby gives written assurance to LINKSHADOW that Customer will comply with all U.S. and foreign export and re-export restrictions applicable to the Products, documentation and technical information provided hereunder. Company warrants that it shall comply with the Foreign Corrupt Practices Act ("FCPA") in all dealings with, by, for or on behalf of LINKSHADOW, and shall not offer, promise, give, demand, seek or accept, directly or indirectly, any gift or payment, consideration or benefit in kind that would or could be construed as an illegal or corrupt practice.

**9 Miscellaneous.** This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by Customer without the prior written consent of LINKSHADOW. This is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This Agreement supersedes all pre-printed terms and conditions in any purchase order or other business form submitted by Customer and any inconsistent non-pre-printed terms, all of which are rejected. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.