Terms & Conditions

CENSYS, INC.
TERMS AND CONDITIONS

Last Updated: January 1, 2024

The following Censys, Inc. Terms and Conditions (these "**Terms and Conditions**") apply to the organization entering into a Quote (as defined below) that references these Terms and Conditions ("**Customer**") and to the Service (as defined below) included in such Quote. These Terms and Conditions, together with all applicable exhibits, attachments, addenda, and Quotes, is the complete agreement of Censys, Inc. ("**Censys**") and Customer regarding Customer's order and use of the Service under the applicable Quote. Censys may update these Terms and Conditions from time to time. These Terms and Conditions shall be effective on the earliest of (the "**Effective Date**"): (a) the date Customer clicks a button indicating its agreement with these Terms and Conditions; (b) the date Customer enters into a Quote or other ordering document incorporating these Terms and Conditions; and (c) Customer's use of the Service. In the event of a conflict, these Terms and Conditions prevail over an exhibit, attachment, addendum, or Quote unless such exhibit, attachment, addendum, or Quote states that a specific provision of this Agreement will be superseded by a specific provision thereof.

1. DEFINITIONS.

1.1 "**Service**" means the service(s) (including any Censys Property (as defined below) used to provide such service(s)) which are identified in an applicable Quote and hosted by or on behalf of Censys and provided to Customer under these Terms and Conditions, as such service(s) may be modified or enhanced from time to time by Censys in its sole discretion. Service includes the software-as-a-service ("**SaaS**") provided by Censys to Customer in accordance with these Terms and Conditions, including provision of access to the SaaS and Documentation (as defined below), as identified and described in the Quote, as is necessary to provide the SaaS to Customer or to perform the functions set

forth in the applicable Documentation. Service also includes any other software, equipment, on-boarding, configuration/integration, user identification, password change management, and technical support of Customer and connections maintained by Censys or its providers to allow Customer to access and use the SaaS in accordance with these Terms and Conditions. The Service is made available by means of the Internet or through other electronic means.

1.2 "**Censys Data**" means the data and results provided or produced through the Service.

1.3 "**Documentation**" means any documentation regarding the Service that is provided by Censys to Customer in electronic or other form, as may be updated by Censys at any time.

1.4 "**Quote**" shall mean, as applicable, a quote or purchase order referencing these Terms and Conditions that has been (a) mutually agreed to and executed by the parties; and (b) any Terms and Conditions presented to Customer on a Censys web-based product, agreed to by Customer (as indicated by Customer's clicking an "Accept" or similarly marked button or checkbox).

1.5 "**Search Queries**" means queries submitted through the Service by Customer.

1.6 "**Censys Property**" means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies and information acquired, created, developed or licensed by Censys and any improvement, modification, extension or other derivative works thereof and all intellectual property rights thereto, including without limitation, the Service, the Censys Data and Aggregated Data (as defined below).

2. SERVICE.

2.1 <u>Service License</u>. Subject to payment of all fees due hereunder and all terms of these Terms and Conditions, Censys grants Customer a nonexclusive, non-transferable license (without the right to sublicense) during the Service term specified in the applicable Quote to access and use the Service only for Customer's internal, first-party use in connection with its ordinary business operations. Except for the limited rights and licenses expressly granted hereunder, no other license is granted by Censys and no other use is permitted.

2.2 <u>Customer Systems</u>. Customer is responsible for providing all equipment, subscriptions, credentials, servers, devices, software, databases, network and communications equipment and ancillary services needed to connect to, access or otherwise use the Service (collectively, "**Customer Systems**"). Customer shall ensure that all Customer Systems are compatible with the Service and comply with all configurations and specifications described in the Documentation.

2.3 <u>Service Access</u>. Customer will identify a username and password ("**Account Credentials**") that will be used to set up Customer's account ("**Account**"). Customer is permitted only the authorized number of registered users for the Service as indicated on the applicable Quote (each, a "**Registered User**"). Customer may not share its Account Credentials or Registered User credentials with anyone, including but not limited to, employees of Customer who are not individually authorized as Registered Users. All Registered Users must be directly employed or subcontracted by Customer. To the extent that Censys authorizes any Customer login credentials not administered by Censys ("**Authorized Credentials**") to access cloud databases containing Censys Data, Customer may not under any circumstances share such Authorized Credentials with any third party for the purpose of accessing Censys Data. The sharing of Account Credentials or Authorized Credentials to access the Service is strictly prohibited, unless explicitly authorized in writing by Censys. Customer agrees to take all necessary steps to protect the confidentiality of Account Credentials and Authorized Credentials and to ensure that appropriate procedures are in place to prevent misuse. Customer shall be responsible for the acts or omissions of any person who accesses the Service using Account Credentials, Authorized Credentials or any other access procedures provided to or created by Customer. Censys reserves the right to refuse registration of, or to cancel, login credentials that violate the terms and conditions set forth in these Terms and Conditions. Customer agrees to notify Censys immediately upon learning of any unauthorized use of Customer's Account, Account Credentials, Authorized Credentials or any other breach of security with respect to the Service or the Censys Data. From time to time, Censys' personnel may log into the Service under Customer's Account in order to maintain or improve the Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

2.4 <u>Service Support</u>. Censys will provide Customer with support for Customer's use of the Service based on Customer's Support Plan. See <u>Addendum 1</u> for Support Plan details.

3. LICENSE RESTRICTIONS AND CUSTOMER OBLIGATIONS.

3.1 <u>Service License Restrictions</u>. Customer shall use the Service solely for Customer's own internal business operations and not offer the Service for resale or other consideration to any third party. Customer shall not, directly or indirectly: (a) use the Service or any Censys Property or Confidential Information (as defined below) to create any service, software, product or system; (b) provide the Service or any Censys Property, in whole or in part, to any third party, including as a stand-alone product, service, application, file, report or database, (c) use or enable any third party to use any Censys Data, Censys Property, or Confidential Information, or any derivatives of any of the foregoing, as prompts or inputs, or otherwise to train any artificial intelligence, machine learning or language models or similar technology or systems; (d) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code, algorithms or

trade secrets underlying the Service (except and only to the extent that these restrictions are expressly prohibited by applicable law); (e) encumber, sublicense, transfer, distribute, sell, rent, lease, loan, time-share or use the Service in any service bureau arrangement or otherwise for the benefit of any third party; (f) copy, edit, alter, adapt, combine, create derivative works of or otherwise modify the Service or any Censys Property; (g) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information it obtains or learns pursuant to these Terms and Conditions in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; (h) use the Service or any Censys Property in any manner that does not comply with all applicable laws, rules and regulations; (i) use the Service or any Censys Property for any malicious or deceptive purposes; (j) use the Service or any Censys Property in any manner that adversely impacts the stability of Censys' servers or adversely impacts the behavior of other applications using the Service or interferes or attempts to interfere with the proper working of the Service or any activities conducted on the Service; (k) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Service, other than by using an authorized API, or permit third parties to obtain the Service from Customer's website through unauthorized web crawling, data mining, spiders, bot technology or screen scraping; or (l) bypass any security or privacy settings or measures Censys may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service) or any Censys Property. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service.

3.2 Additional Service License Restrictions – Enrichment Service Customers Only. If Customer, as part of a Quote, is expressly identified as subscribing to an Enrichment Service for an additional fee, any use of such Enrichment Service as expressly specified in the Quote shall always be subject to the following set of restrictions that will apply to any such enrichment use: (a) any enrichment use Service may only be used in conjunction with an existing Customer product or service that it makes commercially available to its own customers (the "Existing Customer Solution"); (b) Censys Data may never be used in a stand-alone form and may only be used to support the Existing Customer Solution; (c) Customer may never make the raw Censys Data, or any portion thereof, available to its end customers, it must always be processed/integrated to enhance the Existing Customer Solution only. For the avoidance of doubt, this Section is only applicable to Customers who have expressly subscribed to a Service that is labelled a Censys Enrichment Product or an Enrichment Use in a Quote and any such usage is also subject to the additional terms and conditions identified in the associated Quote.

4. ORDERS, FEES, AND PAYMENTS.

4.1 Quote. The parties may enter into one or more Quotes pursuant to these Terms and Conditions. Each Quote shall specify the Service to be provided, applicable fees payable

by Customer, the term during which the Service is to be provided, invoicing terms and any other terms mutually agreed to by the parties. Censys shall only be responsible for providing the Service identified in a Quote for the term specified in such Quote.

4.2 <u>Payment Terms</u>. Payments shall be made in US dollars using the payment method and net payment terms specified in the Quote. Except as expressly set forth in a Quote, all amounts payable under these Terms and Conditions shall be paid by Customer within 30 days after the invoice date. Past due amounts which are not subject to a good faith dispute shall bear a late payment charge, until paid, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Customer agrees to reimburse Censys for all costs (including attorneys' fees) incurred by Censys in collecting payments. In addition to its other rights and remedies, Censys may, at its option, suspend Customer's access to the Service in the event that Customer is not current in the payment of fees owed to Censys.

4.3 <u>Taxes</u>. All payments required by these Terms and Conditions shall include the payment of any federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Censys' net income. All amounts payable by Customer for taxes imposed by any government related to any Customer payment to Censys hereunder shall be calculated and reflected on the invoice sent by Censys to Customer after execution of an applicable Quote. Customer may provide Censys with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes, if applicable.

5. CONFIDENTIALITY.

5.1 <u>Scope</u>. "**Confidential Information**" means all financial, business, operational, marketing or technical information disclosed by or for a party in relation to these Terms and Conditions, whether disclosed in tangible, written, oral or electronic form, that is of a nature that should reasonably be considered to be confidential and proprietary. Without limitation, the Service, the Censys Property, the Documentation and all pricing information are Censys' Confidential Information. Confidential Information expressly excludes any information to the extent that a recipient can demonstrate such information is (a) already known by it prior to receipt from the disclosing party without restriction; (b) rightfully furnished to it without restriction by a third party not in breach of any obligation to the disclosing party; (c) generally available to the public without breach of these Terms and Conditions; or (d) independently developed by the recipient without reference to or use of any of the disclosing party's Confidential Information. Notwithstanding anything to the contrary herein, Censys Data is expressly acknowledged and agreed by the parties to constitute Confidential Information for the purposes of these Terms and Conditions. For the avoidance of doubt, any elements of

Censys Data that may be available to the public shall not diminish the confidentiality of Censys Data as provided to Customer.

5.2 Confidentiality. Except for the specific rights expressly granted by these Terms and Conditions, the receiving party shall not use, copy or disclose any of the disclosing party's Confidential Information without the disclosing party's prior written consent. The receiving party shall use the disclosing party's Confidential Information solely for the purpose of exercising its rights and performing its obligations hereunder. The receiving party shall only disclose the disclosing party's Confidential Information to the receiving party's employees, contractors and agents ("**Representatives**") who have a need to know such information for the purposes of these Terms and Conditions, are bound by substantially similar confidentiality obligations and shall use reasonable care to safeguard the disclosing party's Confidential Information. The receiving party shall be responsible for any breach of confidentiality by its Representatives. Promptly upon the disclosing party's request at any time, the receiving party shall return all of the disclosing party's tangible Confidential Information, permanently erase all of the disclosing party's Confidential Information in electronic form and destroy all information, records, copies, summaries, analyses and materials developed therefrom. Notwithstanding the foregoing, either party may provide a copy of these Terms and Conditions or otherwise disclose its terms on a confidential basis in connection with any financing transaction or due diligence inquiry.

5.3 Compelled Disclosure. Nothing herein shall prevent a party from disclosing these Terms and Conditions or any of the other's Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided that, prior to any such disclosure, the receiving party shall: (a) promptly notify the disclosing party in writing of such requirement to disclose; and (b) cooperate with the disclosing party, at the disclosing party's expense, in protecting against or minimizing any such disclosure or obtaining a protective order.

6. PROPRIETARY RIGHTS.

6.1 Customer Systems. Customer shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to the Customer Systems.

6.2 Censys Data/Censys Property. Censys shall own all right, title, and interest (including all intellectual property and other proprietary rights) in and to the Service, Documentation, Censys Data and Censys Property. Except for the limited rights and licenses expressly granted hereunder, no other license is granted by Censys and no other use is permitted.

6.3 Service Feedback. Customer may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the Service ("**Feedback**"). All Feedback provided to Censys is entirely voluntary, shall be solely owned by Censys (including all intellectual property rights therein and thereto) and shall constitute

Censys' Confidential Information. Customer shall and hereby makes all assignments necessary to achieve such ownership by Censys.

6.4 General Learning; Aggregated Data. Customer agrees that Censys and its agents and affiliates are free to (a) collect, use, edit, host, store, reproduce, modify, distribute and create derivative works of Search Queries, provided that Censys will not publish Search Queries in a manner that, directly or indirectly, identifies Customer or any individual person ("**De-identified Search Data**"), (b) collect, use and create derivative works of data regarding Service usage and performance derived from the Service; (c) aggregate such data with other data to create compilations and analysis of such data in an aggregate and de-identified form (the "**Aggregated Data**"); and (d) use, copy, modify, edit, host, store, reproduce, create derivative works of, publish, distribute and disclose such Aggregated Data in a manner that does not, directly or indirectly, identify Customer or any individual person. Censys shall own all right, title and interest to the De-identified Search Data, Aggregated Data and any derivative works thereof. In addition, Censys shall be free to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) related to the Search Queries or otherwise acquired during provision of the Service (including without limitation, that which it could have acquired performing the same or similar services for another customer).

7. WARRANTIES AND DISCLAIMERS.

7.1 Service. Censys represents and warrants to Customer that the Service will operate in all material respects in accordance with the Documentation. Any warranty claim under this Section 7.1 must be made in writing within 30 days after performance of the portion of the Service giving rise to the claim. Censys' sole liability and Customer's exclusive right and remedy for a breach of such warranty is for Censys to correct or re-perform the nonconforming Service.

7.2 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS SECTION 7, TO THE FULLEST EXTENT PERMITTED BY LAW, CENSYS HEREBY DISCLAIMS (FOR ITSELF, ITS AFFILIATES AND THEIR SUPPLIERS) ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CENSYS MAKES NO WARRANTY THAT THE SERVICE OR ANY CENSYS DATA WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, OR ERROR-FREE.

8. INDEMNIFICATION.

8.1 Censys Infringement Indemnity. Except as provided below, Censys agrees to: (a) defend Customer against any allegation demand, claim, action, proceeding or suit (each, a "**Claim**") by a third party that Customer's authorized use of the Service infringes

any US patent or copyright or misappropriates any trade secret of such third party; and (b) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") awarded to such third party by a court of competent jurisdiction or agreed to as part of a monetary settlement arising out of such Claim; provided that (x) Customer promptly provides Censys with written notice of such Claim and reasonable cooperation, information, and assistance in connection therewith, and (y) Censys shall have sole control and authority to defend, settle or compromise such Claim (provided that Censys may not settle any Claim unless the settlement unconditionally releases Customer of all liability). If the Service becomes or, in Censys' opinion, is likely to become, the subject of any injunction preventing its use as contemplated herein, Censys may, at its option: (1) obtain for Customer the right to continue using the Service; or (2) replace or modify the Service so that it becomes non-infringing, without substantially compromising its principal functions. If (1) and (2) are not reasonably available to Censys, then it may terminate the Service upon written notice to Customer and refund to Customer any unused prepaid fees for the Service, prorated for the remainder of the term of the applicable Quote. Notwithstanding the foregoing, Censys shall have no liability or obligation to Customer hereunder with respect to any Claim or Loss to the extent based upon: (i) Search Queries; (ii) Censys Data; (iii) any unauthorized use of the Service; (iv) any modification or combination of the Service with data, software, hardware, or systems not provided by Censys; (v) any portion of the Service that implements Customer's specific requirements; (vi) Customer's continuing allegedly infringing activity after being notified to cease use as provided for herein; or (vii) Customer's continuing use of any version of the Censys Property after being provided modifications that would have avoided the alleged infringement. The foregoing states the sole and exclusive liability of Censys, and Customer's sole and exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Service or any part thereof or by its use or operation.

8.2 Customer Indemnity. Customer agrees to: (a) defend Censys against any Claim by a third party that results from or arises out of (i) any breach by Customer of the restrictions in Section 3 of these Terms and Conditions, or (ii) any product, service or other commercial offering of Customer into which any Censys Data has been incorporated, or with respect to which Customer utilizes the Service; and (b) indemnify Censys for any Losses awarded by a court of competent jurisdiction or agreed to as part of a monetary settlement and arising out of such Claim; provided that (x) Censys promptly provides Customer with written notice of such Claim and reasonable cooperation, information, and assistance in connection therewith, and (y) Customer shall have sole control and authority to defend, settle or compromise such Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases Censys of all liability).

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY CONCERNING THE SUBJECT MATTER HEREOF, FOR ANY: (A) LOSS OR INACCURACY OF OR DAMAGE TO DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES; (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE TOTAL OF THE AMOUNTS PAID OR PAYABLE HEREUNDER BY CUSTOMER TO CENSYS DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS OR FOR COST OF DEFENSE OR LIABILITIES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

10. TERM AND TERMINATION.

10.1 <u>Term of these Terms and Conditions</u>. These Terms and Conditions shall commence on the Effective Date and continue in effect thereafter until the later of: (a) such time as a party provides 30 days' prior written notice of termination to the other party, if there are no Quotes then in effect; or (b) the expiration of the term of the last Quote still in effect.

10.2 <u>Term of Quote</u>. Unless earlier terminated as set forth herein, the initial term of each Quote shall be as set forth in the applicable Quote (the "**Initial Term**"). Thereafter, the Initial Term of each Quote will be extended automatically for subsequent terms equal in length to the Initial Term (each subsequent term, a "**Renewal Term**"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Each Renewal Term will be subject to an increase in the fees payable under the applicable Quote, to be determined by Censys in its sole discretion; provided, however, that (i) the fees payable during each Renewal Term will not increase by more than 5% over the fees payable for the last year of the then-expiring Initial Term or Renewal Term, as applicable, and thereafter by more than 5% per year during each year of the applicable Renewal Term (unless the pricing during the then-expiring Initial Term or Renewal Term, as applicable, was designated in the applicable Quote as "promotional," "discounted," or "one-time" pricing, in which case no price increase limitation shall apply); and (ii) the fees payable during each Renewal Term shall not exceed Censys' standard list price for the Service as of the first date of such Renewal Term. Censys shall notify Customer of any Renewal Term price increase at least 45 days prior to the commencement of such Renewal Term.

10.3 <u>Termination of Quote</u>. These Terms and Conditions and/or a Quote may be terminated by either party by delivering written notice of such termination to the other party if the other party materially breaches any material term of these Terms and

Conditions or the applicable Quote and fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party. Upon any expiration or termination of these Terms and Conditions and/or a Quote, as applicable, all rights, obligations and licenses of the parties under these Terms and Conditions and/or the applicable Quote shall cease, except that accrued payment obligations, all confidentiality obligations, and any other provisions that are intended to survive the expiration or termination of these Terms and Conditions will survive.

11. GENERAL PROVISIONS.

11.1 Publicity. Subject to all trademark and logo usage guidelines as may be provided by Customer to Censys, Customer hereby grants Censys the right to use the name, logo and other identifying marks and descriptions of Customer in Censys' general marketing activities, including in sales and marketing materials, customer lists and on Censys' website.

11.2 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or delivered by a recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified in the applicable Quote, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

11.3 Miscellaneous.The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Each party shall comply with all applicable laws and regulations in connection with the performance of its obligations and the exercise of its rights under these Terms and Conditions. Except with respect to payment obligations, neither party will be liable for, or be considered to be in breach of, or in default under, these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control. Neither party may assign these Terms and Conditions without the prior written consent of the other party, provided that either party may assign these Terms and Conditions, without the other party's consent, to any successor to all or substantially all of its business that concerns these Terms and Conditions (whether by sale of assets or equity, merger, consolidation or otherwise). These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. These Terms and Conditions, together with all Quotes, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, whether written or oral, containing such subject matter. If any provision of these Terms and Conditions is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of these Terms and Conditions shall not constitute a waiver thereof or of any other provision. These Terms and Conditions may not be amended, nor any obligation waived, except by a writing signed by both parties. These Terms and

Conditions shall be governed by and construed in accordance with the laws of the State of Michigan and the United States, without regard to its conflicts of law provisions. Any legal action or proceeding relating to these Terms and Conditions shall be brought exclusively in the state or federal courts located in Ann Arbor, Michigan, and each party consents to the jurisdiction thereof. In any action or proceeding to enforce or interpret these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees). Except as specifically provided otherwise, each right and remedy in these Terms and Conditions is in addition to any other right or remedy that may be available at law or in equity. Each party agrees that a breach or threatened breach of Sections 5 (Confidentiality) or 6 (Proprietary Rights) or the scope of any license granted hereunder may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

CENSYS, INC. ADDENDUM 1
CENSYS CUSTOMER SUPPORT PLANS

	SELECT	GOLD
Email, Ticket Support[1,2]	✔	✔
Phone Support[3]		✔
Dedicated Customer Success Manager		✔
Dedicated Customer Success Engineer		✔
Persistent Chat Channel[4]		✔

1 Email support at support@censys.io. 2 Ticketing support available through ZenDesk at support.censys.io. 3 Phone support available M-F 8am-5pm ET. 4 Persistent chat channels supported on Slack and Microsoft Teams

Customer Support Plan Service Level Agreements

Severity Level	Description	Business Impact
URGENT Severity 1	Censys is experiencing a complete outage. Your business is impacted by the Censys outage, and there is no workaround available.	Censys is experiencing a complete outage with no workaround available.
URGENT Severity 2	Censys is experiencing a partial outage. You are unable to access a portion of the Censys ecosystem. Your business is impacted by the outage, and there is no workaround available. Censys is experiencing a partial outage with no workaround available.	Censys is experiencing a partial outage with no workaround available.
HIGH Severity 3	You are unable to access a portion of the Censys ecosystem, but a workaround is available.	Medium-to-low impact with a workaround available.
NORMAL/LOW Severity 4	General questions, documentation requests, and best practices.	Minimal-to-none

Select	HIGH Severity 1	URGENT Severity 2	HIGH Severity 3	NORMAL/LOW Severity 4
Initial Response Time	Within 4 Hours	Within 8 Hours	Within 8 Business Hours	Within 16 Business Hours
Updates	Every 8 hours until resolved or alternative solution is provided	Every 12 hours until resolved	None	None
Target Resolution	We'll provide a fix, alternative solution, or a plan to move forward within 24 hours	We'll provide a fix, alternative solution, or a plan to move forward within 24 hours	1 Week	1 Week

Gold	HIGH Severity 1	URGENT Severity 2	HIGH Severity 3	NORMAL/LOW Severity 4
Initial Response Time	Within 1 Hour	Within 1 Hour	Within 2 Business Hours	Within 8 Business Hours
Updates	Every 8 hours until resolved or alternative solution is provided	Every 12 hours until resolved	None	None
Target Resolution	We'll provide a fix, alternative solution, or a plan to move forward within 24 hours	We'll provide a fix, alternative solution, or a plan to move forward within 24 hours	1 Week	1 Week