

## HUNTERS SAAS TERMS OF SERVICE

THESE HUNTERS SAAS TERMS OF SERVICE ("AGREEMENT") ARE A LEGAL AGREEMENT BETWEEN YOU ("CUSTOMER" OR "YOU") AND CYBER HUNTERS LTD. AND/OR ITS AFFILIATES ("HUNTERS" "WE," OR "US") AND GOVERN YOUR USE OF AND ACCESS TO THE SERVICE (AS DEFINED BELOW).

BY INDICATING CONSENT ELECTRONICALLY, USING OR ACCESSING THE SERVICE, OR EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT AS OF THAT DATE ("EFFECTIVE DATE"). IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE. IF YOU ARE USING THE SERVICE FOR A BUSINESS OR ENTITY, YOU REPRESENT AND WARRANT THAT THE BUSINESS OR ENTITY ACCEPTS THIS AGREEMENT AND THAT YOU HAVE THE AUTHORITY TO BIND THE BUSINESS OR ENTITY TO THIS AGREEMENT. CUSTOMER AND HUNTERS MAY EACH ALSO BE REFERRED TO AS A "PARTY" AND TOGETHER, THE "PARTIES".

### 1. Definitions

**"Affiliate"** means an entity controlling, controlled by, or under common control with a Party, where control means the power to direct the management or affairs of an entity or owning 50% or more of the voting equity securities or other equivalent voting interests of an entity.

**"Authorized Users"** means individuals authorized by Customer to access and use the Service for Customer's and its Affiliates' internal use, subject to the terms of this Agreement.

**"Confidential Information"** means all non-public information disclosed to a Party or its Affiliates by the other Party or its Affiliates that is identified as confidential or should be reasonably known by the receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure, including without limitation, information relating to the disclosing Party's customers, vendors, technology, trade secrets, prices, products, services, computer programs, and intellectual property.

**"Customer Data"** means all electronic data and content submitted to the Service by Customer and Authorized Users in connection with their use of the Service, excluding Statistical Usage Data (as defined herein).

**"Documentation"** means user guides and specifications for the Service as provided or made available by Hunters to its customers, excluding sales and marketing materials.

**"Order"** means a quote for the purchase of Hunters' products and services, as issued by Hunters to Customer (or to Partner for Customer's benefit, as the case may be) and executed by both parties.

**"Partner"** means reseller or distributor that is authorized by Hunters to resell Hunters' products and services.

**"Service"** means Hunters' proprietary software-as-a-service products specified in the Order.

**"Statistical Usage Data"** means anonymized, de-identified, and aggregated information derived from the Customer's use of the Service, including metadata and analytics information.

**"Term"** means the period commencing on the Effective Date and continuing for the length of time as specified in the Order, as the same may be renewed or extended in accordance with any subsequent Orders.

**2. License Grant.** Subject to the terms of this Agreement and the payment of all applicable fees, Hunters grants Customer, during the Term, a non-exclusive, non-sublicensable, non-transferable right to access and use (and to permit its Authorized Users to access and use) the Service and applicable Documentation solely for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the usage entitlements set forth in the applicable Order.

**3. Customer Account.** The Service may only be used by Customer's Authorized Users through a dedicated Customer account allocated to Customer by Hunters ("**Account**"). Customer will cause its Authorized Users to (i) provide accurate and complete information during the initial Account setup process; (ii) keep their Account login details secure at all times; and (iii) comply with the terms of this Agreement. Customer shall remain fully responsible for any breach of this Agreement by any of its Authorized Users, and promptly notify Hunters of any unauthorized access or use of the Account. The Customer acknowledges that as a pre-requisite for being able to use the Service, the Customer must have an operating data lake authorized by Hunters for data warehousing purposes, or alternatively, purchase a license for a data lake provided by Hunters.

**4. License Restrictions.** Except as specifically permitted herein, Customer must not, and shall not allow any Authorized Users or any third party to, directly or indirectly: (a) copy, modify, create derivative works of or distribute any part of the Service (including by incorporating it into another product or service); (b) sell, license, sub-license, lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (c) disassemble, decompile, reverse engineer or attempt to discover the Service's source code or underlying algorithms except to the extent expressly permitted by applicable law (and then only upon advance written notice to Hunters); (d) disclose the results of any testing or benchmarking of the Service to any third party or disseminate other information regarding the performance of the Service; (e) use the Service in a manner that violates or infringes any rights of any third party, including but not limited to, privacy, publicity or intellectual property rights; (f) remove or alter any trademarks or other proprietary notices related to the Service; (g) circumvent, disable or otherwise interfere with security-related features of the Service or features that enforce use limitations or perform unauthorized penetrating testing on the Service; (h) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware, etc.) or other unlawful material through the Service; (i) use the Service for the benefit of any third party; (j) use the Service for competitive analysis or to build competitive products; (k) store or process in the Service any personal health information, credit card data, personal financial data or other sensitive regulated data; or (l) exceed the subscribed quantities, users or other entitlement measures of the Service as set forth in the applicable Order.

**5. Technical Support.** During the Term, Hunters shall provide technical support services to Customer in accordance with the Service Level Agreement attached hereto as **Exhibit A ("SLA")**.

**6. Proof of Concept; Beta Versions/Features.** Hunters may make the Service or part thereof or beta versions/features of the Service available to Customer without charge for a limited period for Customer's internal evaluation and non-production purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement ("Trial Service"). The Trial Service will be available to Customer until the earlier of: (i) the end of the period specified by Hunters; (ii) the commencement date of any purchased subscription of the Service; or (iii) notice of termination from Hunters. The Trial Service may have limited features, functions or other limitations as determined by Hunters. Customer acknowledges that any beta versions/features are still under development, may be inoperable or incomplete, and are likely to contain errors and bugs. Hunters does not guarantee that any beta version/feature will ever be made generally available. Notwithstanding anything to the contrary in this Agreement and any other agreements entered between the Parties, and to the extent permitted by law: (i) Hunters provides the Trial Service "as is" and disclaims all express or implied warranties, representations and obligations with respect to the Trial Service, including any indemnity obligations; and (ii) Hunters' maximum aggregate liability to Customer in connection with the Trial Service will be US\$1,000, and under no circumstances will Hunters be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages that result from this Agreement, even if Hunters has been advised of the possibility of such damages. Upon termination or expiration of the Trial Service period, all Customer Data contained in the Service will be deleted without notice, unless Customer has purchased a subscription to the Service. Hunters is not obligated to provide any technical support services for the Trial Service.

## **7. Volume Limitations.**

**7.1 Fair Use Data Ingestion Capacity.** If the Customer utilizes Hunters' hosted data lake, and the Customer's average monthly compressed data ingestion exceeds 1TB per 1000 hosts, Hunters reserves the right to notify the Customer and reduce data ingestion by filtering out such excessive data. If the Customer opts to maintain the increased data ingestion, the excess will be subject to additional charges, calculated proportionally based on the applicable license rate.

**7.2 License True Up.** Throughout the Term, Hunters may perform usage analysis ("True Up") on the license entitlement quantities specified in the applicable Order. Unless otherwise agreed in the Order, should the True Up indicate that Customer's usage surpasses the applicable entitlement quantities in the Order, Hunters will charge Customer (or Partner, as applicable) for the additional entitlement quantities based on Hunters' then-current unit rates, coterminous with the existing subscription period.

## **8. Orders and Payment.**

**8.1 Orders.** This Agreement specifies the terms and conditions governing the provision of products and services by Hunters to the Customer, whether ordered from Hunters directly by Customer or indirectly through a Partner. In case of direct Orders, Sections 8.2-8.4 will apply, and in case of indirect Orders, Section 8.5 will apply.

**8.2 Payment.** Customer shall pay all fees set forth in the applicable Order ("Fees") without any deduction or set-off within thirty (30) days of the invoice date as issued by Hunters upon the Effective Date or renewal date, as applicable. Unless otherwise specified in the Order, all Fees are non-refundable and payable in advance, using the

same currency as in the Order. Throughout the Term, Hunters may perform usage analysis ("True Up") on the entitlement quantities specified in the applicable Order. Unless otherwise agreed in the Order, should the True Up indicate that Customer's usage surpasses the applicable entitlement quantities in the Order, Hunters will charge Customer (or Partner, as applicable) for the additional entitlement quantities based on Hunters' then-current unit rates, coterminous with the existing subscription period.

**8.3 Late Payment.** Any Fees that remain unpaid after their applicable due date will be subject to a late payment charge in an amount equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law, from the date the Fees were due until the date paid. Hunters will not exercise its right to charge for late payment if the applicable Fees are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

**8.4 Taxes.** All Fees payable under this Agreement are exclusive of VAT, withholding tax, sales tax, and all other taxes, duties, levies, imports and like matters which, if applicable, shall be paid by the Customer, excluding taxes based on Hunters' net income. If Customer is required by applicable law to withhold any taxes levied on the Fees, the Fees shall be adjusted to compensate for such withholding tax.

**8.5 Purchase through a Partner.** For any Service purchased by Customer through a Partner, the pricing and payment terms are to be separately and independently agreed upon between Customer and Partner ("Partner Order") and all payments will be made directly from Customer to Partner. In such case, Hunters grants Customer the license rights to the Service subject to Customer's agreement to comply with the terms of the Partner Order and with the obligations set forth under this Agreement. If the Customer is entitled to a refund under this Agreement, Hunters will refund any applicable Fees to the Partner. In such cases, the Partner will be solely responsible for refunding the appropriate amounts to the Customer, who will look exclusively to the Partner for the refund. To the extent there is any conflict between this Agreement and the agreement entered into between Customer and the respective Partner, including any Partner Order, then, as between Customer and Hunters, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not provided in this Agreement shall not obligate Hunters, and Customer must seek redress or realization or enforcement of such rights solely with such Partner and not from Hunters.

## **9. Intellectual Property Rights.**

**9.1 Hunters Products and Services.** Except for the license rights expressly granted by Hunters in this Agreement, all right, title, and interest in whatever provided by Hunters to the Customer under this Agreement, including but not limited to, the Service, Documentation, Statistical Usage Data, any derivative works thereof, and all intellectual property rights therein, are and shall remain owned solely by Hunters, its Affiliates or licensors. Nothing in this Agreement shall transfer ownership of any intellectual property rights from Hunters to Customer.

**9.2 Customer Data.** Except for the license rights expressly granted by Customer in this Agreement, as between Hunters and Customer, Customer owns all right, title and interest in the Customer Data. Customer grants Hunters, its Affiliates and contractors, a worldwide, non-exclusive, royalty-free license to host, copy, transmit, display, and process the Customer Data during the Term as necessary to provide the Service to Customer pursuant to the terms of this Agreement. Subject to the license right granted herein, Hunters acquires no right, title or interest in the Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Hunters under this Agreement and that the processing of Customer Data by Hunters in accordance with this Agreement will not violate any laws or the rights of any third party.

**9.3 Statistical Usage Data and Feedback.** Hunters may collect, retain, use and disclose Statistical Usage Data during and after the Term for its reasonable business purposes (including for developing, improving, supporting, and operating Hunters' products and services). If Customer or its Authorized Users provide any feedback or suggestions relating to the Service ("**Feedback**"), all rights, including intellectual property rights in such Feedback, shall belong exclusively to Hunters and shall not be considered as Customers' Confidential Information. Hunters may use the Feedback at its sole discretion for any purpose without any obligation or compensation to Customer or any Authorized User.

**10. Open-Source Software.** The Service may include third-party software, files, libraries or components that are subject to third-party open-source license terms ("Open-Source Software"). Notwithstanding the foregoing, if Customer uses the Service in accordance with this Agreement, with no distribution of software to third parties, then none of the Open-Source Software licenses impose any obligations on the Customer beyond what is stated in this Agreement.

**11. Third-Party Applications; AI Features.** The Service may interact with or enable interoperation with third-party applications and services that are not owned or controlled by Hunters (collectively, “Third-Party Applications”). At Customer’s sole discretion, Customer may use Third-Party Applications via the Service, which may trigger an exchange of data between the Service and the Third-Party Applications, the scope of which is determined by the applicable actions set by the Customer and such Third-Party Applications. Customer is solely responsible for acquiring the license and rights to use the Third-Party Applications and accepting and complying with their applicable terms and conditions. Customer acknowledges that any use of such Third-Party Applications, including data access, collection, transmission, processing, or storage by such Third-Party Applications, is governed by the Third-Party Applications’ applicable service terms and privacy policies, and Hunters does not endorse or assume any responsibility or liability for any acts or omissions of the Third-Party Applications and the Customer’s use thereof. Additionally, Hunters may leverage a large language model or other generative artificial intelligence to support and enhance the Service (“AI Features”). Customer acknowledges that due to the current nature of generative artificial intelligence technology, any output produced by the AI Features: (a) may be inaccurate, outdated, or incomplete; (b) is not verified by Hunters and does not represent Hunters’ views; and (c) requires careful human consideration by the Customer before relying or taking any action based on it. As such, and notwithstanding anything to the contrary in this Agreement, the AI Features are provided on an “As-Is” and “As Available” basis without warranty, obligation, liability or indemnification right of any kind, and Hunters may cease providing the AI Features without entitling Customer to any refund, credit, or other compensation. Customer Data will not be used to train, retrain, or improve the underlying LLM foundation models of the AI Features. The Customer may opt out of the AI Features by contacting Hunters Support at support@hunters.ai. Notwithstanding anything to the contrary in this Agreement, Customer may use the AI Features and Third-Party Applications at its own risk, and Hunters will not be liable for any damage or loss caused or alleged to be caused by or in connection with the Customer’s use or reliance thereof.

**12. Confidentiality.** Neither Party (the “**Receiving Party**”) shall disclose to third parties, nor use for any purpose other than for the proper use or provision of the Service any Confidential Information received from the other Party or its Affiliates (the “**Disclosing Party**”) without the prior written permission of Disclosing Party. Receiving Party shall limit access to Confidential Information to those of Receiving Party’s and its Affiliates’ personnel for whom such access is reasonably necessary for the proper performance of this Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. Receiving Party shall be responsible for any breach of this Agreement by any of Receiving Party’s personnel. Receiving Party shall protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information, as Receiving Party exercises in protecting Receiving Party’s own proprietary information. The aforementioned limitations shall not apply to Confidential Information which the Receiving Party can demonstrate: (i) was in Receiving Party’s lawful possession prior to disclosure hereunder; (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; (iii) was disclosed by a third party without breach of any obligation of confidentiality; (iv) was independently developed by the Receiving Party without use of or reliance upon the Disclosing Party’s Confidential Information; or (v) is disclosed pursuant to administrative or judicial action, provided that Receiving Party shall limit such disclosure to only the information requested and give the Disclosing Party (to the extent legally permitted) prior written notice to allow it to seek a protective order or otherwise prevent or restrict the disclosure. The Parties acknowledge that a breach of this section may give rise to irreparable harm for which the Disclosing Party would not have an adequate remedy at law. Therefore, the Disclosing Party shall be entitled to seek injunctive relief as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity. This section supersedes any and all prior understandings and agreements between the Parties with respect to Confidential Information and is a complete and exclusive statement thereof.

**13. Warranties.**

**13.1 General.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

**13.2 Service Warranty.** Hunters warrants that during the Term the Service shall substantially perform in conformance with the Documentation. In case Customer notifies Hunters in writing of any non-conformance with the foregoing warranty, Hunters will, at its sole expense, option and obligation, either: (a) use commercially reasonable efforts, at no charge to Customer, to repair, modify or replace the non-conforming Service, or, if Hunters is unable to correct the deficiencies (b) allow Customer to terminate the applicable Order and, in such event, Hunters will provide Customer with a pro-rata refund of the unused pre-paid Fees for the period following the effective date of termination. The foregoing warranty shall not apply if the failure of the Service results from or is otherwise attributable to: (i) negligence, error, or misuse of the Service (including use not in accordance with the Documentation) by Customer, the Authorized User or by anyone acting on Customer’s behalf; or (ii) related to the use or implementation of third-party software or services not authorized or provided by Hunters.

**13.3 Warranty Disclaimer.** OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HUNTERS EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED OR STATUTORY. HUNTERS DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. HUNTERS WILL HAVE NO LIABILITY FOR DELAYS, FAILURES OR LOSSES ATTRIBUTABLE OR RELATED IN ANY WAY TO THE USE OR IMPLEMENTATION OF THIRD-PARTY SOFTWARE OR SERVICES NOT PROVIDED BY HUNTERS.

**14. Data Security and Privacy.** During the Term, Hunters will implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, availability and integrity of Customer Data against unauthorized, unlawful or accidental disclosure, access, alteration or destruction. Hunters will not materially diminish the scope of data protection set forth in this section during the Term. The Parties shall comply with their respective obligations under any applicable data protection laws. To the extent Customer requires a Data Processing Agreement ("DPA") for its GDPR or CCPA compliance, Customer shall request Hunters to provide a copy of Hunter's DPA, and Customer will email a signed copy of the DPA to [privacy@hunters.ai](mailto:privacy@hunters.ai). Once executed by both Parties, the DPA will be incorporated by reference into this Agreement.

**15. Indemnification.**

**15.1 Indemnification by Hunters.** Hunters shall defend Customer from any third-party action, suit or proceeding brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of that third party ("IP Infringement Claim"). Hunters will indemnify Customer for all damages and costs (including reasonable attorneys' fees) awarded in a final judgment against the Customer that are attributable to any such claim or paid to a third party in accordance with a settlement agreement signed by Hunters. Notwithstanding the foregoing, Hunters shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Service made by a party other than Hunters or its authorized contractors; (ii) a combination of the Service with equipment, devices or software not supplied or authorized by Hunters, where the IP Infringement Claim would have been avoided but for such combination; (iii) use of the Service not in accordance with the Documentation, this Agreement or applicable laws; or (iv) Customer's gross negligence or willful misconduct. If the Service becomes, or in Hunters' reasonable opinion is likely to become, the subject of an IP Infringement Claim, Hunters may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim without causing a material adverse effect on the functionality provided by the infringing Service; or (c) terminate this Agreement with written notice to Customer and provide Customer with a pro-rata refund of the unused pre-paid Fees for the period following the effective date of termination.

**15.2 Indemnification by Customer.** Customer shall defend Hunters and its Affiliates from any third-party action, suit or proceeding brought against Hunters alleging violation of any applicable laws or third party's rights arising from or related to the Customer Data, including Customer's provision of the Customer Data to Hunters. Customer will indemnify Hunters and its Affiliates for all damages and costs (including reasonable attorneys' fees) awarded in a final judgment against them that are attributable to any such claim or paid to a third party in accordance with a settlement agreement signed by Customer.

**15.3 Indemnity Process.** The Party seeking indemnification under this Section 15 ("Indemnified Party") shall (i) promptly notify the other party ("Indemnifying Party") of the claim for which the Indemnifying Party must indemnify as described above; (ii) grant the Indemnifying Party the sole authority and control for the defense or settlement of any such claim, provided that the Indemnifying Party will have no authority to enter into any settlement or admission of the indemnified Party's wrongdoing on behalf of the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld); and (iii) provide Indemnifying Party with reasonable information and assistance. This Section 15 states the sole liability of indemnifying Party and the exclusive remedy of indemnified Party with respect to the claims under this section.

**16. Limitation of Liability.**

**16.1 CONSEQUENTIAL DAMAGES WAIVER.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, BUSINESS OR REPUTATION, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16.2 LIABILITY CAP.** OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS OR CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN ANY EVENT, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO HUNTERS UNDER THIS AGREEMENT WITHIN THE 12 MONTHS PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

**16.3 Construction.** NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT DOES NOT EXCLUDE OR LIMIT LIABILITY THAT CAN NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, INCLUDING LIABILITY FOR (A) DEATH OR BODILY INJURY CAUSED BY A PARTY'S NEGLIGENCE, OR (B) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 16 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**17. Term, Termination and Suspension.**

**17.1 Term.** This Agreement shall be in effect during the Term unless terminated earlier by either Party as expressly permitted by this Agreement

**17.2 Termination.** Either Party may terminate this Agreement only if the other Party: (i) fails to cure any material breach within thirty (30) days after receipt of written notice of the breach; or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business. Upon termination by Customer pursuant to this section, Customer will be entitled to receive a pro-rata refund of the unused pre-paid Fees for the period following the effective date of termination. Upon termination by Hunters pursuant to this section, all Fees payable under an Order will become immediately due.

**17.3 Termination under the EU Data Act.** To the extent the EU Data Act applies to the Customer and the applicable Order, Customer may terminate the applicable Order pursuant to its rights under the EU Data Act upon two (2) months' prior written notice. Notwithstanding anything to the contrary in Section 17.2 (Termination), including any refund or credit rights set forth therein, no refund or credit will be provided for any prepaid Fees under the terminated Order pursuant to Customer's exercise of its termination right under the EU Data Act. Additionally, Customer shall remain liable for any Fees accrued or committed under the terminated Order for the remainder of the Term. Hunters will not impose any additional exit fees for such termination; provided, however, that a Customer's request to export Customer Data to a non-Snowflake instance, or to a Snowflake instance located in a different region than the one used under the terminated Order, may be subject to additional, reasonable fees in accordance with Hunters' then-current pricing. To the maximum extent permitted by applicable law, and subject to Section 16 (Limitation of Liability), and without limiting any liability that cannot be excluded under the EU Data Act, Hunters shall have no liability arising from Customer's exercise of such termination right. The effects of such termination shall be governed by Section 17.4 (Effect of Termination), except as expressly provided under this Section 17.3.

**17.4 Effect of Termination.** Upon expiration or termination of this Agreement for any reason: (i) all rights granted to Customer will immediately terminate; (ii) Customer will cease accessing or using the Service; and (iii) Hunters will have no obligation to maintain any Customer Data and may, within 60 days following expiration or termination and unless legally prohibited, delete all Customer Data in Hunters' possession or control. The Sections titled "Orders and Payment", "Intellectual Property Rights", "Confidentiality", "Indemnification", "Limitation of Liability", "Term, Termination, and Suspension" and "Miscellaneous" shall survive termination or expiration of this Agreement.

**17.5 Suspension.** Hunters reserves the right to suspend Customer's access to the Service if: (a) Customer is in a material breach of this Agreement or applicable Order and fails to cure it within thirty (30) days of notice; or (b) Hunters reasonably suspects that the use of the Service by Customer or its Authorized Users is malicious or otherwise harmful to the Customer itself, the Service or Hunters' other customers. Hunters will use commercially reasonable efforts under the circumstances to provide Customer with prior notice and an opportunity to remedy such violation or threat, and will promptly reinstate Customer's access to the Service once the issue has been resolved.

**18. Complementary Services.** Subject to payment of applicable fees, Hunters may provide corresponding services in connection with the Customer's use of the Service, including but not limited to automative threat-hunting, on-demand security consultancy and identity threat service (Axon), and additional technical services ("Complementary Services"). Hunters warrants that: (i) it is competent and possesses the necessary expertise to perform such Complementary Services; and (ii) the Complementary Services will be performed in a professional and workmanlike manner. Customer will provide reasonable support and information necessary to enable Hunters to perform the Complementary Services. Customer grants Hunters, its Affiliates, and contractors a worldwide, non-exclusive, royalty-free license to use the Customer Data during the Term as necessary to provide the Complementary Service to Customer pursuant to the terms of this Agreement.

## **19. Miscellaneous.**

**19.1 Entire Agreement.** This Agreement, including any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof and supersedes all prior agreements and representations between the Parties regarding the subject matter hereof. Any terms and conditions contained in a purchase order issued by Customer will be of no force or effect. If there is any conflict between the terms of this Agreement and any fully executed Order, the terms of the Order shall control. Hunters may make changes to this Agreement from time to time. The updated version of this Agreement will be available at <https://www.hunters.security/hunters-saas-terms-of-service>. If Hunters makes a material change to the Agreement, Hunters will inform Customer by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from Hunters), or through a banner or other prominent notice within the Service, or through Hunters support platform. Customer's continued use of the Service after any such revision to this Agreement constitutes Customer's acceptance of the revisions. If Customer does not agree to the change, Customer must so notify Hunters by e-mail to [legal@hunters.ai](mailto:legal@hunters.ai) within thirty (30) days after Hunters' notice. If Customer so notifies Hunters, Customer will remain governed by the most recent terms of service applicable to Customer until the end of the then-current year of the subscription term and the updated terms shall apply upon the commencement of the subsequent subscription term.

**19.2 Waiver and Severability.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**19.3 Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, however, either Party may assign this Agreement without consent to an Affiliate or pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets. Any purported transfer in violation of this section is void. Subject to the foregoing, this Agreement and any applicable Orders will be binding on the Parties and their respective successors and permitted assigns.

**19.4 Publicity.** During the Term, Hunters may include Customer's name and logo as a reference for marketing or promotional purposes on Hunters' website, case studies, press releases and other public or private communications and events.

**19.5 Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform its obligations hereunder (except for a failure to pay Fees) due to circumstances beyond the Party's reasonable control, including acts of God, acts of governments, pandemics, viruses, epidemics, computer-related attacks, hacking, acts of terror or service disruptions involving hardware, software, or power systems not within the Party's possession or reasonable control.

**19.6 Export Control.** Each Party will comply with all applicable customs and export control laws and regulations, and further certifies that it and its personnel are not on any of the relevant U.S. Government Lists of prohibited persons or entities, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's Denied Persons List or Entity List and are not located or incorporated in, ordinarily resident in, or owned, controlled, or acting on behalf of the government of, U.S. or Israel-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, Lebanon, and the Crimea, Kherson, Zaporizhzhia, Luhansk People's Republic or Donetsk People's Republic regions of Ukraine), or the Government of Venezuela ("Prohibited Entity/Person"). Customer certifies that it will not export, re-export, transfer, access, or grant access to the Service (a) to any Prohibited Entity/Person; or (b) otherwise engage in any violation of any applicable export or import restrictions, laws or regulations involving the Service.

**19.7 Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement, or its subject matter or formation. To the extent not prohibited by applicable law, each of the Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

Customer's principal place of business	Hunters' contracting entity	Principal place of business of Hunters' contracting entity	Choice of Law	Exclusive Jurisdiction
United States	Cyber Hunters, Inc.	275 Grove Street, Suite 2-400, Newton, MA 02466 United States	Laws of Commonwealth of Massachusetts, United States	Courts of Boston, Massachusetts, U.S.A.
United Kingdom or Ireland	Cyber Hunters UK Ltd.	1-2 Charterhouse Mews London EC1M 6BB, UK	Laws of England & Wales	Courts of London, England
Rest of the World	Cyber Hunters Ltd.	82 Yigal Alon St., 12th Floor, Tel Aviv 6789124 Israel	Laws of Israel	Courts of Tel Aviv Jaffa, Israel

**19.8 Independent Contractors.** The Parties are independent contractors. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.

**19.9 Notices.** Any notice under this Agreement must be given in writing. All notices to be provided by Hunters to Customer under this Agreement may be delivered (i) by nationally recognized overnight delivery service or by registered or certified mail, to the mailing address provided by Customer; or (ii) by electronic mail to the electronic mail address provided by Customer or its authorized Users. All notices to be provided by Customer to Hunters under this Agreement will be via electronic mail to legal@hunters.ai, with a physical copy sent to Hunters' offices as indicated in this Agreement. All notices shall be deemed to have been given immediately upon delivery by electronic mail or by hand, or if otherwise delivered, within one day after being sent by overnight delivery or three days after being sent by registered or certified mail.



**Exhibit A**

**HUNTERS SERVICE LEVEL AGREEMENT (SLA)**

**(A) Technical Support Services**

Subject to Customer's compliance with the Agreement, Hunters will provide technical support services during the Term based on the support plan purchased by Customer in accordance with the descriptions set forth in the table below ("Support Services"):

Severity Level	Description		SLA
P1	<ul style="list-style-type: none"><li>· The Service is completely down and unavailable (excluding a scheduled downtime).</li><li>· All data ingestion capacity and/or data query functionality are completely down.</li><li>· All analytics services (Detection, Investigation, Scoring, Correlation) are unavailable, where any analysis performed by the users result in an error and/or no data is returned for any queries.</li></ul>	Support availability	24X7
		Initial Response	2h
		Contact Frequency	3h
P2	<ul style="list-style-type: none"><li>· Certain essential components of the Service are impaired which result in a significant impact on the Customer's ability to use the Service.</li><li>· Data ingestion capacity is significantly delayed or has stopped for a portion of data.</li><li>· Analytics services (Detection, Investigation, Scoring, Correlation) are operational but there is a significant performance degradation, unexpected behavior or exceptions are seen across various analysis actions.</li></ul>	Support availability	24X7
		Initial Response	4 Business Hours
		Contact Frequency	1 Business Day
P3	<ul style="list-style-type: none"><li>· There are errors causing partial, non-critical functionality loss (impairs some operations but allows the Service to continue to function).</li><li>· Data ingestion capacity is marginally delayed for non-critical data.</li><li>· Analytics services (Detection, Scoring, Investigation, Correlation) are operational but there is a minor performance degradation; some specific analysis options result in exceptions.</li></ul>	Support availability	24x7
		Initial Response	1 Business Day
		Contact Frequency	1 Week
P4	<ul style="list-style-type: none"><li>· Minor issues not impacting Service functionality.</li></ul>	Support availability	24x7
		Initial Response	2 Business Days
		Contact Frequency	1 Week

Business Hours/Days (UTC):

Sunday to Thursday: 6:00 AM to 01:00 AM of the following day (Friday).

Friday: 9:00 AM to 01:00 AM the following day (Saturday).

Excluding Hunters company holidays.

Customer may submit support tickets to Hunters via email at [support@hunters.ai](mailto:support@hunters.ai) or through the Service platform. Hunters will make a reasonable determination of the severity level of each support ticket and may adjust it if and to the extent reasonably required.

### **Exclusions**

Hunters shall not be required to provide any Support Services if the Customer's support request is, at Hunters' sole reasonable discretion, resulting from:

- (a) Modifications or adjustments of the Service that have not been performed or approved by Hunters in writing;
- (b) Compatibility problems between the Service and any other software, hardware, or other technology not provided or supported by Hunters;
- (c) Use of the Service other than in accordance with the Documentation or in violation of the Agreement;
- (d) Any fault in the equipment or programs used in conjunction with the Service, or other causes beyond Hunters' control; or
- (e) Customer's negligence or willful misconduct.

### **Customer's Responsibilities**

In order to receive Support Services, Customer undertakes to:

- a) cooperate with Hunters as required;
- b) provide Hunters with all necessary information and resources (including, but not limited to, information to enable Hunters to investigate or replicate the problem); and
- c) promptly implement any corrective procedures, updates or workarounds provided by Hunters. Failure to timely implement the foregoing may result in disruptions to or failures of the Service, which Hunters will not be liable for.

### **(B) Service Level Commitment**

During the Term, Hunters will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.5% during a monthly billing cycle.

Definitions:

**"Monthly Uptime Percentage"** means 100% minus the percentage of Downtime period out of the total minutes in the relevant calendar month.

**"Downtime"** means the time in which Service is unavailable to the Customer, as measured and determined solely by Hunters. Downtime excludes incidents that are caused by or resulted from: (i) routine scheduled maintenance or reasonable emergency maintenance; (ii) factors beyond Hunters' reasonable control (e.g. force majeure, Internet access); (iii) use of the Service other than in accordance with the Documentation or in violation of the Agreement; (iv) Customer's or third-party's equipment, software or other technology and/or third party equipment, software or other technology; or (v) any Service or related features identified as beta, or provided as part of a trial or proof of concept.

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Hunters reserves the right to change the terms of this SLA Agreement from time to time by informing the Customer via email, in-application notifications or otherwise.

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**Last updated: December 16, 2025**