

End User License Agreement Software

THIS END USER LICENSE AGREEMENT (“EULA”) SPECIFIES THE TERMS UNDER WHICH AN END USER (“CUSTOMER”) IS PERMITTED TO INSTALL AND USE THE SOFTWARE (AS DEFINED BELOW) SUPPLIED BY TRUEFORT, INC. (“TRUEFORT”) AND ASSOCIATED THIRD PARTY SOFTWARE. CUSTOMER MAY ONLY LICENSE THE SOFTWARE FROM TRUEFORT OR A RESELLER, SYSTEMS INTEGRATOR, OR DISTRIBUTOR AUTHORIZED BY TRUEFORT (I.E., AN “APPROVED SOURCE”) IN ACCORDANCE WITH THE APPROVED SOURCE’S AGREEMENT WITH TRUEFORT TO DISTRIBUTE AND/OR SUBLICENSE THE APPLICABLE SOFTWARE WITHIN CUSTOMER’S TERRITORY TO END USERS. ANY APPROVED SOURCE IS OBLIGATED TO ENSURE THAT CUSTOMER IS BOUND BY TERMS SUBSTANTIALLY SIMILAR TO, AND NO LESS RESTRICTIVE OR LIMITED THAN, THIS EULA, WHICH THE APPROVED SOURCE SHALL ENSURE IS BINDING ON, AND ENFORCEABLE AGAINST, THE CUSTOMER IN THE APPLICABLE JURISDICTION.

This EULA is between TrueFort and the Customer. By downloading, installing, or using the Software, Customer consents to be bound hereby. If Customer does not agree to be bound by the EULA, it may not download, install, or use the Software.

Definitions:

“Agent” means software installed on designated workloads in Customer’s environment.

“Documentation” means the published and released documentation, updates, and electronic files, for the Software.

“Order Form” means a written order for the Software signed by each party.

“Software” means TrueFort’s cybersecurity platform designed to protect against insider and external threats by monitoring and analyzing the behavior of applications running in Customer’s network.

“Third Party Software” means third party software (including open source) that is provided by TrueFort in connection with the Software.

1. License Grant, Rights and Restrictions

1.1. Subject to the terms and conditions set forth in this Agreement, TrueFort grants Customer a non-exclusive, non-transferable, non-sublicensable, right to (i) install and use the Software on the prescribed number of Agents; or (ii) use the Software only in accordance with the Documentation that may be provided to Customer, in electronic format or otherwise, in each case for use only within Customer’s internal business operations. Unless otherwise specified in an Order Form, Customer shall host Software and Customer shall be responsible for external load generation via Customer’s infrastructure and/or Customer’s obtained and managed cloud environment. Customer must pay a fee for each individual license for a single Agent of the Software. Customers may also use the Third-Party Software that TrueFort has incorporated in, or otherwise distributes with, the Software.

1.2. Customer will ensure that neither Customer nor any of Customer’s employees, contractors or agents allow any person or entity other than the person entering into this Agreement on Customer’s

behalf to have access to the Software. Customer shall immediately notify TrueFort upon its knowledge or belief that such Software is being used or in violation of Section 1.2 or is otherwise being used in connection with a breach of this EULA.

1.3. If Customer makes any suggestions, comments, enhancement requests, recommendations or provides any other feedback to TrueFort regarding the Software, TrueFort has and will have the right, without any requirement to compensate Customer, to use and to permit others to use any such suggestions, enhancement requests, comments, recommendations or other feedback for any purpose including, but not limited to, incorporating them into the Software, which shall be the property of TrueFort.

1.4. Customer will not (a) directly or indirectly copy, display, distribute, or otherwise use the Software in any manner or for any purpose not expressly authorized by this EULA; (b) download or copy all or any portion of the Software (including without limitation the underlying code) or create derivative works of or otherwise adapt, modify, or translate the Software; (c) reverse engineer, decompile, translate or disassemble the Software; (d) alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice contained in or incorporated into the Software; (e) use, rent, or lend the Software in connection with a service bureau, time-sharing, ASP, MSP, MSSP or similar arrangement; (f) use the Software in any way that violates any individual's privacy; (g) modify, incorporate into or with other software or services any part of the Software; (h) create or disseminate performance information or analysis (including, without limitation, benchmarks) relating to the Software; (i) upload or download any software, data or information except as may be expressly permitted under Section 1.1; (j) use, or permit anyone else to use, the Software in ways that violate laws, infringe or violate the rights of others including, but not limited to third party intellectual property rights, privacy, and publicity rights, or interfere with other users of TrueFort's services; (j) use or rely on the Software, including any reports generated by the Software, in connection with the development by Customer of any programs, writings, or works, or in connection with the production of products or the performance of services for third parties; or (k) introduce in or to the Software any virus or implement a denial of service attack or introduce or implement any other code or routine which results in disruption or damage to the Software, alter, damage or delete any data or retrieve or record information about the Software or its uses.

1.5. Customer acquires no ownership rights in or title to the Software and will not at any time have physical access to any facility providing the Software. Except for the license rights expressly granted to Customer in Section 1.1, and except as provided in Section 1.6 below, TrueFort and its licensors (if any) retain all ownership rights in and title to the Software.

1.6. The Software may include certain open-source software and other freely available software and material ("Excluded Components"). TrueFort will identify Excluded Components included in the Software upon request for a proper purpose consistent with this EULA. Notwithstanding anything to the contrary in this EULA, the Excluded Components are governed by the terms and conditions of the applicable license and/or notice provided by the third-party authors, contributors, and suppliers of the Excluded Components (the "Suppliers"), and TrueFort has no responsibility or liability of any kind related to such Excluded Components. The Suppliers' licenses and other notices (including instructions for obtaining source code for certain Excluded Components), may be available in the documentation accompanying the Software. Customer agrees to comply with all such licenses and other notices. Further, and

notwithstanding any of the terms of this EULA or any other agreement Customer may have with TrueFort: (a) the Suppliers provide the Excluded Components WITHOUT WARRANTIES OF ANY KIND AND SUCH SUPPLIERS DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCLUDED COMPONENTS; and (b) in no event are the Suppliers liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including, but not limited to lost data, lost savings and lost profits, with respect to the Excluded Components.

1.7. TrueFort may collect usage data and information regarding Customer's use of the Software including, IP Address, location data, browser information, etc. (collectively, "Usage Data"). All Usage Data shall be owned by TrueFort. Usage Data shall be maintained pursuant to TrueFort's Privacy Notice available at www.truefort.com ("Privacy Policy"). If Customer is subject to EU Data Protection Law (e.g., the General Data Protection Regulation ("GDPR")), Customer agrees to execute the Data Processing Addendum ("DPA") available upon request.

1.8. TrueFort may, but will not be required to, decide in its sole discretion to modify, enhance, or otherwise change, modify, or update the Software. Any and all bug fixes, updates, upgrades, modifications, and new releases of the Software (collectively, "Improvements") will be in TrueFort's sole discretion, to provide or license any Improvements (including but not limited to a new version of the Software) on separate, different, or additional terms, which may include an additional fee.

1.9. TrueFort warrants that during the applicable Term: (i) TrueFort will not materially decrease the overall functionality of the Software; and (ii) the Software will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Software.

1.10. Neither party will take any action intended to appropriate or perfect rights in the intellectual property of the other, including, without limitation, the filing of patent, trademark, or service mark applications or copyright registrations.

2. Term and Termination

2.1. This EULA will commence on the Effective Date of the Order Form and will continue until the earlier of (a) termination pursuant to the terms of this EULA, or (b) TrueFort and Customer enter into a further agreement that expressly supersedes this EULA.

2.2. The "Term" shall be specified in the applicable Order Form.

2.3. TrueFort may terminate this EULA upon written notice to Customer if Customer breaches a material provision of this EULA and fails to cure the breach within thirty (30) days following such notice. Notwithstanding the above, TrueFort may terminate this EULA immediately after providing written notice to Customer if TrueFort encounters an un-curable provision of this EULA such as, but not limited to, the provisions regarding reverse engineering, disassembly, de-compilation, or confidentiality.

2.4. Upon termination of this EULA, (a) Customer will immediately cease all use of the Software; and (b) TrueFort will (if applicable) delete any confidential information of Customer; provided that, if

termination occurs for any reason other than Customer's breach, TrueFort may retain such information subject to TrueFort and Customer agreeing separately on the terms under which TrueFort would retain such information. Termination of this EULA will not prevent either party from pursuing all available legal remedies that accrued prior to termination, nor will it relieve Customer of any obligation to make payments that accrued prior to termination.

2.5. In addition to TrueFort's rights to terminate this EULA, TrueFort may suspend Customer's right to access the Software at any time if TrueFort determines, in its sole discretion, that Customer's use of the Software is interrupting or interfering with the normal operation of the Software.

3. Delivery.

3.1. Unless the Order Form specifies otherwise: (i) delivery of Software shall be by electronic download and will be deemed delivered once made available for electronic download; and (ii) the Software shall be deemed accepted upon delivery.

4. Records and Usage Audit.

4.1 Customer shall maintain records identifying the location of each copy of the Software, as well as the location, identity, and total number of virtual machines, physical servers, and workstations on which the Software is installed (collectively, "Installation Record"). Upon request by TrueFort, Customer shall provide TrueFort with a copy of the Installation Record. TrueFort shall, from time to time, be entitled to audit Customer's deployment and use of the Software (a "Usage Audit"), and Customer shall facilitate such Usage Audit by providing TrueFort with all access (including as necessary, remote access) reasonably requested by TrueFort. If a Usage Audit reveals a usage or consumption level above that permitted by the licensed number of Agents, TrueFort reserves the right to invoice either Customer or Channel Partner and Customer hereby agrees to pay for the unpermitted usage of the Software.

5. Equipment

5.1. Customer shall, at its own cost and expense, provide all equipment, internet connectivity, operating systems, and software (including Web browser) needed to use and access the Software in accordance with the technical requirements in TrueFort's documentation. Customer shall also provide, at its own cost and expense, all connections from its computer systems to the Software.

6. Confidentiality

6.1 Confidential Information. Any information that a receiving party knows or has reason to know is confidential or proprietary (because such information is identified by the disclosing party orally or in writing as such or is not generally known in the relevant industry), is "Confidential Information" and shall remain the sole property of the disclosing party. For the avoidance of doubt, Software is Confidential Information. Neither party shall disclose, use, modify, copy, reproduce or otherwise divulge Confidential Information of the other, except as required by law or as necessary for Truefort to provide the Software in accordance with or as otherwise permitted by this Agreement. This Section 6 shall not apply to information disclosed in published materials, generally known to the public, lawfully obtained from any third party, or previously known to or independently developed by the receiving party.

7. Customer Representations and Warranties

Customer represents and warrants to TrueFort that:

- 7.1. Customer has full personal or corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated under this Agreement, and that entering this Agreement violates no contractual right of any third party; and
- 7.2. This EULA constitutes the valid and binding agreement of Customer, enforceable against Customer in accordance with its terms.

8. Disclaimer of Representations and Warranties

8.1. TrueFort warrants that for sixty (60) days after the Effective Date (the “Warranty Period”) that the Software (but expressly excluding any and all Improvements) will perform under normal operation substantially in accordance with TrueFort’s Documentation for the Software in place as of the Effective Date when used as specified in that Documentation. TrueFort shall have no obligations under this warranty if the nonconformity is not reported to TrueFort during the Warranty Period. Customer’s sole remedy and TrueFort’s sole obligation with respect to any breach of the foregoing warranty is to use commercially reasonable efforts to repair the Software. If TrueFort is unable to remedy the nonconformities within a reasonable time, Customer may terminate the license and this Agreement (subject to the survival of the provisions set forth below). TrueFort will not be responsible or liable for any failure to meet the foregoing responsibilities or any other responsibilities in this Agreement caused, in whole or in part, by Customer’s systems or any hardware. The Warranty shall not apply to (and TrueFort shall have no obligation or liability for Software problems or defects arising from any of the following: (i) improper installation or use of the Software other than as specified in the applicable Documentation; (ii) modification, configuration, or servicing of the Software by any person other than an authorized Truefort representative; or (iii) any fault in any Customer (or Third-Party) software used in conjunction with the Software.

8.2. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1, THE SOFTWARE AND ANY MATERIALS PROVIDED BY OR ON BEHALF OF TRUEFORT ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUEFORT DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED. NEITHER TRUEFORT NOR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR LICENSORS WARRANTS THAT THE SOFTWARE WILL MEET CUSTOMER'S NEEDS, THAT ALL ERRORS WILL BE CORRECTED OR THAT DATA WILL NOT BE LOST. TRUEFORT AND ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND LICENSORS MAKE NO WARRANTY, GUARANTEE OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, OR ANY MATERIALS PROVIDED UNDER THIS AGREEMENT. Without limiting the generality of the foregoing, (a) Customer’s use of the Software is at Customer’s sole risk, (b) Customer is solely responsible for reviewing and evaluating the accuracy and relevance of any information stored on, generated by, or received through the Software, and (c) TrueFort cannot guarantee and does not guarantee said accuracy.

9. Limits of Liability

9.1. THE CUMULATIVE AGGREGATE LIABILITY OF TRUEFORT TO CUSTOMER RELATED TO THIS EULA WILL NOT EXCEED THE AMOUNT OF THE FEES, IF ANY, PAID TO TRUEFORT FOR THE SOFTWARE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. IN NO EVENT WILL TRUEFORT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING ANY DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS) ARISING OUT OF THIS EULA, EVEN IF TRUEFORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

9.2. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 9 WILL APPLY TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION AND OTHER TORTS, AND LIABILITY BASED UPON THE PROVISIONS OF ANY PART OF THIS AGREEMENT AND ANY FEDERAL, STATE OR LOCAL LAW OR ORDINANCE. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL TERMS OF THIS EULA, AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THEIR INCLUSION.

10. Notices

Any notice required or permitted to be given under this EULA will be in writing and deemed received by the party to whom it is addressed: (a) immediately, if delivered electronically, return receipt acknowledged; (b) one (1) business day after dispatch by nationally recognized overnight courier; or (c) five (5) business days after dispatch by certified U.S. mail, postage prepaid and return receipt requested. All notices will be sent to Customer at the email address entered in the registration form. Notices to TrueFort will be sent to:

TrueFort, Inc.
3 W. 18th Street
Weehawken, NJ 07806

11. General

11.1. Neither party will be liable to the other party for any delay or failure to perform its obligations under this EULA due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay.

11.2. Customer may not assign or otherwise transfer its rights, duties, or obligations under this EULA to any other person, corporation, or other entity without the express prior written approval of TrueFort. Any purported assignment or transfer that does not conform to the provisions hereof will be void.

11.3. This EULA will be governed by the laws of the state of Delaware, without regard to any conflicts-of-law principle that would require or permit the application of the substantive law of any other jurisdiction. Sole and exclusive jurisdiction and venue over any action, suit or proceeding arising out of or relating to this EULA in any manner will lie in the United States District Court for the District of

Delaware, Wilmington County. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Customer agrees to use the Software for the use identified in this EULA and only for proper business purposes in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, all laws and regulations respecting data privacy, international communications, foreign corrupt practices, the transfer of intellectual property, and the export and import of data and Software and agrees to indemnify and hold harmless TrueFort for any violation thereof.

11.4. If any provision of this EULA is or becomes illegal, unenforceable, or invalid (in whole or in part, for any reason), the remainder of this EULA will remain in full force and effect without being impaired or invalidated in any way.

11.5. The article and section titles and headings in this EULA are intended solely for convenience of reference and are not intended to explain, modify, or place any construction or limitation upon any provision of this EULA.

11.6. No representations or statements of any kind made by either party that are not expressly stated in this EULA or in any written amendment to this EULA will be binding on such party. This EULA constitutes the complete and exclusive statement of the agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the parties relating to such subject matter.

11.7. Nothing in this EULA is intended to, or will, create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.

11.8. Neither party will be deemed to have waived any term, condition, or other provision hereof or to have consented to any breach hereof by the other party unless such waiver or consent is in writing and executed by a duly authorized representative of such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether such consent or waiver is express or implied, will constitute a consent to, waiver of or excuse for any different or subsequent breach.

11.9. Nothing in this EULA will be construed to make the parties partners, joint venturers, representatives, or agents of each other, and neither party will represent to any third party that the parties have any such relationship. The parties under this EULA are acting in performance of this EULA as independent contractors engaged in the operation of their respective businesses. A party's employees, agents, or representatives are not employees or agents of the other party and are not entitled to any benefits offered by the other party, including, without limitation, wages, stock options, or profit sharing. Neither party will be responsible for payment of workers' compensation, disability benefits, or unemployment insurance, or for withholding or paying employment-related taxes, for or with respect to the other party or its employees.

11.10. This EULA is in the English language only, which language will be controlling in all respects, and all versions of this EULA in any other language will be for accommodation only and will not be binding on the parties to this EULA. All communications and notices made or given pursuant to this EULA, and all documentation and support to be provided, unless otherwise noted, will be in the English language.

12. Survival. Sections 1, 2, 4, 6, 7, 8, 9 and 11 shall survive termination or expiration of this EULA.

Exhibit A

Software Specific Offering Terms

- A. **Service Levels.** When you purchase Software, TrueFort will make the Software available to you during the Term in accordance with this EULA.
- B. **Connections.** You are responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use Software and for paying all associated charges.
- C. **Customer Responsibility.** You agree to notify TrueFort promptly if you believe that an unauthorized third party may be using your account, and/or if your account information is lost or stolen.
- D. **Return of Customer Data.** TrueFort's hosted service includes standard or default resiliency measures consisting of either a primary resilient deployment or a backup deployment, with backup capacity of one terabyte (1 TB) per node. Such deployments may be located within the same data center or in a different data center within the same Availability Zone, as determined by TrueFort in its sole discretion.
- E. TrueFort offers enhanced resiliency options that provide customized Recovery Time Objectives ("RTO"), Recovery Point Objectives ("RPO"), increased backup capacity beyond 1 TB per node, and/or alternative contingency locations beyond the standard resiliency measures. Customers must purchase enhanced resiliency options separately, and such options are subject to additional fees as set forth in the applicable Order Form.
- F. Customer acknowledges and agrees that it is Customer's sole responsibility to specify any requirements for RPO, RTO, backup capacity beyond 1 TB per node, or contingency locations beyond those provided in the standard resiliency measures. Such requirements must be explicitly defined in writing in this Agreement or in an applicable Order Form. TrueFort shall have no obligation to meet any resiliency requirements not expressly agreed to in writing.
- G. **Data Protection.** TrueFort will follow globally recognized data protection principles and industry-leading standards for the security of personal data. TrueFort will comply with the requirements and obligations set forth in TrueFort's Data Protection Addendum ("**DPA**"), available upon request which includes standard terms for the processing of personal data (including, as applicable, personal data with regard to the Software).
- H. **Security for Software: Standard Environment.** TrueFort will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Software. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access.
- I. **Lawful Use of Offerings.** When you access and use the Software, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users' compliance with these terms, and the accuracy, lawful use of, and the means by which you acquired your

Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within the Software.

- J. **Registration.** You agree to provide accurate and complete information when you register for and use the Software and agree to keep this information current. Each person who uses the Software must have a separate username and password. For Software, you must provide a valid email address for each person authorized to use your Software, and you may only have one person per username and password. TrueFort may reasonably require additional information in connection with certain information (e.g., technical information necessary for your connection to the Software), and you will provide this information as reasonably requested by TrueFort. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords, and access tokens.
- K. **Export Compliance & Government End Users.** If Customer is acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan, and North Korea, and you will not use the Software for any purpose prohibited by the Export Laws.
- L. **Customer Data.** You own and reserve all rights, title, and interest in your Customer Data. By sending Customer Data to the Software, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Data for purposes of providing you the Software.