Recorded Future Terms of Use

DEFINITIONS

- “Acceptable Use Policy” means Recorded Future’s policies for acceptable use as stated in Section 9.13 herein;
- “Agreement” means these Terms of Use and associated documents incorporated by reference herein;
- “Analysis” means a single environment sandbox execution of a sample for a single operating system. In the event a single sample is executed in multiple environments simultaneously, each will each count as a single Analysis for licensing purposes;
- “Confidential Information” means any information, in any form or format, disclosed by Recorded Future (or its affiliates), or otherwise accessed or received by Customer relating to Recorded Future (or its affiliates) or the Service, during the Term of this Agreement that is marked as confidential (or similar) or would reasonably be considered confidential, which may include information relating to Recorded Future’s (or any of its affiliate’s) business affairs, trade secrets, technology, research, or development. Further, the Service, Output and Documentation will be deemed to be Recorded Future’s Confidential Information;
- “Customer” and/or “You” means you, a user of the Service, and to the extent you are using the Service on behalf of an organization, such organization;
- “Customer Data” means Customer’s own information and data that is input by Customer into the Service or otherwise supplied by Customer to Recorded Future hereunder;
- “Documentation” means any related user documentation that Recorded Future provides as part of the Services including as available via the Recorded Future Support Center;
- “Effective Date” means the beginning of the Initial or Renewal Term as stated on the relevant Order Form, or other applicable document;
- “Feedback” means any feedback or suggestions regarding the Service or Recorded Future’s other current or future offerings, including potential improvements or changes;
- “Force Majeure Event” means causes beyond a party’s reasonable control, including acts of God, pandemics, epidemics, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes;
- “Hatching” means either Hatching International B.V. or Hatching B.V;
- “Initial Term” means the initial subscription term as described in each Order Form, or other applicable document;
- “Liabilities” means collectively claims, actions, proceedings, suits, liabilities, losses, damages, costs and expenses, including attorneys’ fees;
- “Order Form” means the ordering document, as entered into between Customer and Recorded Future and/or Reseller;
- “Other Agreement” means any separate agreement regarding such access and use that is between Customer and either (i) Recorded Future (or its affiliates) or (ii) one of Recorded Future’s Resellers;
- “Output” means collectively any output, data and reports generated from the Service;

- “Personnel” means a party’s, and its affiliates’ and subsidiaries’, employees, advisors, accountants, attorneys, outsources, third party service providers or any other related party;
- “Recorded Future” means, except as otherwise explicitly stated, individually and collectively, Recorded Future, Inc., or its applicable affiliates (including without limitation, SecurityTrails, LLC, Hatching International B.V., or Gemini Advisory LLC);
- “Representatives” means collectively a party’s employees, accountants, attorneys, advisors, affiliates, subsidiaries, outsourcers and third party service providers with a need to know in connection with its performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder and are bound by appropriate confidentiality obligations;
- “Renewal Term” means any subscription terms subsequent to the Initial Term;
- “Reseller” means the relevant Recorded Future-authorized reseller;
- “Rules” means the Rules of Arbitration of the International Chamber of Commerce;
- “Service” means the offerings, products, and services made available by, or on behalf of, Recorded Future, Inc., or its applicable affiliates (including without limitation, SecurityTrails, LLC, Hatching International B.V., or Gemini Advisory LLC);
- “Term” means collectively the Initial Term and any Renewal Terms;
- “Triage” means the offerings available via the website tria.ge, its successor websites, and other Hatching owned and/or operated websites with the Triage branding.

RECORDED FUTURE ENTITY

The Recorded Future entity with which Customer is entering into this Agreement is determined by Customer’s location, as follows (except that to the extent Customer is using a free version of the Triage Service, the Recorded Future entity with which Customer is entering into this Agreement with respect thereto is Hatching International B.V.):

Location of Customer	**Recorded Future Entities**
USA	Recorded Future, Inc.
Canada	Recorded Future Technologies Limited
UK	Recorded Future UK Limited
Japan	Recorded Future Japan KK

Australia	Recorded Future Australia Pty Ltd
APAC Region (excl. Japan)	Recorded Future Pte Ltd
EEA and Switzerland (excl. France and Germany)	Recorded Future AB
France	Recorded Future SAS
Germany	Recorded Future GmbH
Middle East	Recorded Future Middle East
India	Recorded Future India Private Limited
All Other Locations	Recorded Future entity stated on the ordering document, or if none, Recorded Future, Inc

INTRODUCTION

These Terms of Use set out the terms and conditions that govern the access and use of certain Services available on or through websites of Recorded Future by you. You should read this Agreement carefully.

By indicating acceptance of this Agreement, or by otherwise using the Service, or the Recorded Future website, you are entering into a legally binding agreement with the relevant Recorded Future entity (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are using the Service on behalf of an organization, you represent that you have the right and authority to bind such organization to this Agreement, and for clarity, the terms “Customer” and “you” will include both you, the individual user, and such organization. If you do not agree to be bound by these terms and conditions, you must not use the Service or the Recorded Future website.

Recorded Future offers, and the Service may include, both paid services and services which are free of charge. You agree your purchase and/or use of the Service is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Recorded Future or any of its affiliates regarding future functionality or features.

You acknowledge and agree that the form and nature of the offerings which Recorded Future provides may change from time to time without prior notice to you. Changes to the form and nature of such offerings will be effective with respect to all versions of the Service. Any new features that may be added to Recorded Future's websites, or the Service from time to time will be subject to this Agreement, unless explicitly stated otherwise.

CERTAIN FEATURES OF THE SERVICES OR SITES MAY BE SUBJECT TO ADDITIONAL GUIDELINES, TERMS, OR RULES, WHICH WILL BE POSTED ON THE SERVICE OR SITES IN CONNECTION WITH SUCH FEATURES. TO THE EXTENT SUCH TERMS, GUIDELINES, AND RULES CONFLICT WITH THIS AGREEMENT, SUCH TERMS SHALL GOVERN SOLELY WITH RESPECT TO SUCH FEATURES. IN ALL OTHER SITUATIONS, THIS AGREEMENT SHALL GOVERN.

1. SCOPE OF USE; OTHER AGREEMENTS. (A) Customer's access and use of the Service, its Output, and Documentation shall be limited to solely its own internal security purposes, and shall otherwise be subject to and in compliance with all the terms and conditions herein.

Such access and use of the Service is also restricted by and subject to further conditions in any Other Agreement, including any subscription fee(s), subscription term, scope of use, or other limitations, restrictions or obligations applicable to Customer therein. These restrictions may include a set number of Analyses daily, in the event Order Form states limits on the number of Analyses.

As also noted herein, access and use of the Service may require an active paid subscription pursuant to an Other Agreement. Further, for those Customers using a free version of the Service (such as through DNS-Trails), the associated license is strictly limited to Customer's internal, non-commercial security purposes.

2. SUSPENSION AND TERMINATION. (A) Recorded Future may, with or without notice to Customer, suspend or terminate Customer's access and use of the Service or this Agreement, if:

(i) Customer materially breaches this Agreement or any Other Agreement; (ii) Recorded Future believes in good faith that Customer has done so or that Customer's continued access and use of the Service poses a threat to Recorded Future or any third party; or (iii) a change in law or regulation prohibits or impairs Recorded Future's or its affiliate(s)' ability to provide the Service.
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For clarity, Customer's access and use of the Service may require an active subscription as set forth in an Order Form, including payment of relevant fees by or on behalf of the Customer, and in the absence of such an active subscription in good standing, Recorded Future may in its discretion suspend or terminate any or all access or use of the Service.

(B) For paid subscriptions, the Initial Term will commence upon the Effective Date and continue as set forth within the Order Form. Such Initial Term will automatically renew for additional one (1) year Renewal Terms unless either party has given the other party written notice of non-renewal at least ninety (90) days prior to the end of an Initial Term or Renewal Term, or as otherwise terminated in accordance with this Section 2.

(C) Upon any termination or expiration of this Agreement, all rights granted to Customer hereunder shall terminate and Customer shall cease all use of the Service and Documentation. Further, to the extent that Customer has any copies or back-ups of the Service and/or associated software under its control, it shall delete and destroy all such copies and back-ups.

(D) To the extent that Customer is using any free Service, to the extent permissible under applicable law, Customer agrees that Recorded Future, in its sole discretion and for any or no reason, may terminate this free Service at any time. Customer agrees that any such termination of access to the free Service may be without prior notice, and that Recorded Future will not be liable to Customer or any third party for such termination. Customer may terminate Customer's use of the free Service at any time by discontinuing use of the free Service.

(E) Customer acknowledges and agrees that Customer is solely responsible for retaining backup copies of Customer Data at all times; Recorded Future will not provide Customer with an export of Customer Data, upon and/or after termination of the Service.

3. RESTRICTIONS; PROPRIETARY RIGHTS. (A) Customer shall not (and shall not allow any third party to): (i) except as expressly permitted by applicable law, decompile, disassemble, reverse engineer or attempt to deconstruct, identify or discover any source code, underlying ideas or other technology, user interface techniques or algorithms of the Service; (ii) encumber, transfer, distribute, sell, disclose, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use for the benefit of any third party (including to or for any Customer affiliate or subsidiary), or otherwise use (except as expressly permitted herein) any part of the Service, Output, or Documentation, or any part of the Service's source code or binary distribution(s); (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Service, Output, or Documentation; (iv) attempt to circumvent any fees, user limits, timing or use restrictions that are built into the Service; (v) use the Service or Documentation in the development or marketing of any software, service or other offering that is similar to or competes with any Recorded Future offering; (vi) use any product data as a training set for machine learning or training of artificial intelligence; (vii) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service; (viii) perform, or publish or otherwise disclose the results of, any benchmarking, availability or performance testing or analyses of the Service or Customer's use thereof; (ix) attempt to gain unauthorized access to, interfere with or disrupt the Service or related servers or networks (including via a denial-of-service attack); (x) publicize any Output or make Output publicly available in any way; (xi) use or transmit to anyone for use of the Service or any Output to evaluate, score, or report on the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any consumer or applicant for employment, or any other use subject to state, federal, and/or otherwise applicable credit reporting laws; (xii) use, transmit, sell, or license to anyone for use of the Services or any Output for marketing, advertising (including targeting for the same), loyalty programs, customer selection, acquisition, or retention, or similar purposes; or (xiii) use the Service, Output, or Documentation in any harmful, malicious, or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, other violation of any Recorded Future or third party rights (including intellectual property or privacy rights), or distribution or use in violation of Recorded Future's Acceptable Use Policy, or any U.S., or otherwise applicable, export controls, economic sanctions, or anti-corruption laws or regulations. The Parties acknowledge that the foregoing

restrictions are binding on Customer except to the extent that any such restriction may not be imposed under applicable law.

(B) Customer is prohibited from reselling or otherwise distributing or disclosing Recorded Future Output, delivered directly or as a derived product or service, to any third parties except for limited disclosure to Customer's Representatives solely in connection with Customer's internal security purposes. Unless expressly permitted by an applicable Order Form or Other Agreement between Customer and Recorded Future (or its affiliates), redistribution, transfer, resale, or license or copies of any part of the Service, Output, or any data accessed, provided, or otherwise included by, in or through the Service, is not allowed.

(C) An API license, if available as set forth in an Order Form between Customer and Recorded Future (or its affiliates), authorizes Customer to programmatically access certain Recorded Future Output and functionality available as part of the Service hereunder, limited to the specific API type and API credit quota subscribed. Except for API access, Customer's access and use of the Service shall be via a password-protected URL designated by Recorded Future. Customer is responsible for how it accesses such URL. Each Customer user login/password for the Service is limited to use by a single named individual, cannot be shared with others, and can be used only on a single device or other login point at any time (i.e., no multiple simultaneous logins). All acts and omissions of Customer's Personnel, and other related parties will be deemed to be those of Customer, and Customer shall be responsible therefor. Further, Customer shall be responsible for any activity conducted through the use of any user credential assigned to it.

(D) The Service is the proprietary intellectual property of Recorded Future that contains trade secrets and is protected by copyright law. Recorded Future retains sole and exclusive ownership of all right, title, and interest in and to the Service and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Service will be owned by Recorded Future. Recorded Future shall own all rights, title and interest in any deliverables created by Recorded Future and provided to Customer, and all such deliverables shall be subject to all Customer restrictions and obligations set forth herein (as if such deliverables were part of the Service hereunder).

(E) Notwithstanding the foregoing, Customer retains all rights, title and interest in and to Customer Data. The Customer hereby grants to Recorded Future a non-exclusive, royalty-free, sublicensable, perpetual, irrevocable, assignable right and license to use, reproduce, distribute, display and make derivative works of the Customer Data anywhere in the world to provide the Service, develop and improve its offerings, and otherwise in its business as it determines in its discretion. Customer acknowledges that the foregoing license grant includes the right for Recorded Future to provide Customer Data to third party services (including, but not limited to, offerings by RiskRecon, Inc.) enabled for use by Customer in connection with the Service. Customer is responsible for Customer Data, including the means by which it is provided, and Customer shall be responsible for ensuring that it has obtained and will maintain all rights, consents, notices, and authorizations necessary to ensure that the use of Customer Data in connection with the Service does not violate applicable laws or regulations, intellectual property rights, or other third party rights, or is not otherwise prohibited.

(F) Recorded Future has the right to refuse access to the Services in the event this Agreement is violated. Nothing contained herein, in any Recorded Future offering, or otherwise made available by Recorded Future should be construed as granting, by implication, estoppel, or otherwise any license or right to use any intellectual property, except as explicitly agreed upon by the parties.

4. LOGO AND COMMUNICATIONS. (A) Customer agrees to allow the use of its name and logo in a general list of Recorded Future customers.

(B) Customer consents to receiving communications regarding product updates, customer support, and marketing initiatives from Recorded Future. Notwithstanding the foregoing, Customer has the right to withdraw its consent to receive such commercial electronic messages at any point in time by sending an email to Recorded Future at unsubscribe [at] recordedfuture [dot] com or by clicking the unsubscribe link at the bottom of any electronic message sent by Recorded Future to Customer.

You acknowledge and agree that notwithstanding your withdrawal of such consent, Recorded Future shall still be permitted to send you commercial electronic messages specific to our relationship and the Services provided under this Agreement.

5. CONFIDENTIALITY. Customer shall maintain as confidential and shall not disclose (except to its Representatives), copy or use for purposes other than its internal security purposes and administration of its Recorded Future's subscription, Recorded Future's Confidential Information. Customer agrees to protect all received Confidential Information with the same degree of care that it would use with its own confidential information, but in any event at least industry standard levels of care, and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof.

Breach of this Section 5 may cause irreparable harm and damage to Recorded Future. Thus, in addition to all other remedies available at law or in equity, Recorded Future shall have the right to seek injunctive or other equitable relief, without any requirement to post bond, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such breach. Customer shall be liable to Recorded Future for any use or disclosure in violation of this Section 5 by Customer, its Representatives, Personnel, or any other party that has received Recorded Future Confidential Information from Customer.

Notwithstanding the above, this Section 5 shall not prohibit Customer from disclosing Confidential Information to the extent required by applicable law, rule or regulation or the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange; provided that Customer gives Recorded Future prior written notice, as soon as is reasonably practicable, and reasonably cooperates with related requests of Recorded Future. Further, notwithstanding anything to the contrary herein, if Customer provides Recorded Future (or its affiliates or resellers) Feedback, Recorded Future shall be free to use, disclose and otherwise exploit in any manner such Feedback for any purpose, without any obligation of confidentiality with respect thereto. Further, Customer acknowledges and agrees that by providing such Feedback to Recorded Future, Customer hereby grants to Recorded Future an irrevocable, non-exclusive, royalty-free, sublicensable, perpetual, assignable right and license to use such Feedback in whatever way, manner, form or media, now known or hereafter discovered, and for whatever purpose Recorded Future determines in its sole discretion, anywhere in the world.

6. DISCLAIMER OF WARRANTY. THE SERVICE IS ACCESSED AND USED BY CUSTOMER HEREUNDER "AS AVAILABLE" AND "AS-IS." TO THE EXTENT NOT PROHIBITED BY APPLICABLE

LAW, RECORDED FUTURE AND ITS AFFILIATES HEREUNDER MAKE NO AND DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES (I) OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) THAT USE OF THE SERVICE WILL MEET CUSTOMER'S, OR ANY OTHER PARTY'S CURRENT AND/OR FUTURE REQUIREMENTS; (III) THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; OR (IV) AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY OUTPUT OR OTHER INFORMATION OBTAINED FROM THE SERVICE.

ANY USE OF THE SERVICE OR OUTPUTS IS AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL NOT RELY ON OUTPUTS AS A SOURCE OF FACTUAL INFORMATION OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) OUTPUT MAY NOT BE UNIQUE, NOVEL, EXCLUSIVE, OR OTHERWISE SPECIFIC TO CUSTOMER AND OTHER USERS OF THE SERVICES MAY RECEIVE SIMILAR OUTPUT VIA THE SERVICES; (B) THERE MAY BE ERRORS, INCONSISTENCIES, OR INACCURACIES IN OUTPUT FOR VARIOUS REASONS (INCLUDING THE QUALITY OR TYPE OF INPUTS AND THE INHERENT LIMITATIONS AND PROBABILISTIC NATURE OF TECHNOLOGY USED IN CONNECTION WITH RECORDED FUTURE'S OFFERINGS); AND (C) OUTPUT OR ANY PART THEREOF MAY (1) BE OWNED OR CONTROLLED BY A THIRD PARTY, OR (2) PROTECTED OR PROTECTABLE BY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. RECORDED FUTURE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OF THE FOREGOING ACKNOWLEDGMENTS AND WILL NOT BE LIABLE FOR ANY ERRORS, INCONSISTENCIES, OR INACCURACIES IN THE OUTPUT. FURTHER, CUSTOMER ACKNOWLEDGES THAT RECORDED FUTURE MAY NOT DETECT ANY MALICIOUS BEHAVIOR FOR MATERIALS THAT ARE SUBMITTED FOR ANY MALWARE SANDBOX.

7. LIMITATION OF LIABILITY. (A) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE CUMULATIVE AGGREGATE LIABILITY OF RECORDED FUTURE AND ITS AFFILIATES, FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE (OR ITS AFFILIATES) BY CUSTOMER, IF ANY, UNDER AN APPLICABLE OTHER AGREEMENT BETWEEN RECORDED FUTURE (OR ITS AFFILIATES) AND CUSTOMER (OR, IF THE APPLICABLE OTHER AGREEMENT IS INSTEAD BETWEEN A RECORDED

FUTURE RESELLER AND CUSTOMER, THEN THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE BY SUCH RESELLER FOR CUSTOMER'S USE OF THE SERVICE) WITHIN THE YEAR PRECEDING THE CLAIM.

(B) NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL RECORDED FUTURE OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING SYSTEM FAILURE, OR CIVIL OR CRIMINAL FINES OR SANCTIONS) ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF RECORDED FUTURE (OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) FURTHERMORE, ALL OUTPUT AND INFORMATION PROVIDED BY THE SERVICE IS PROVIDED "AS-IS" AND RECORDED FUTURE (AND ITS AFFILIATES) SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO CUSTOMER'S USE THEREOF, INCLUDING ANY RELIANCE THEREON.

(D) YOU ACKNOWLEDGE THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO MATERIALS THAT ARE OFFENSIVE, INDECENT AND/OR OBJECTIONABLE, AND UNDER NO CIRCUMSTANCES SHALL RECORDED FUTURE, OR ITS AFFILIATES, BE LIABLE FOR SUCH CONTENT. FURTHERMORE, RECORDED FUTURE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL, OR THAT OF ANY PARTIES AFFECTED BY YOUR ACTIONS DUE TO YOUR ACCESS TO OR USE OF THE SERVICE OR CONTENT OR ANY THIRD-PARTY CONTENT OR WEBSITES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL RECORDED FUTURE, OR ITS AFFILIATES BE LIABLE FOR DEFAMATION, LIBEL, OR ANY SIMILAR CLAIM AS A RESULT OF THE CONTENT OR ALERTS GENERATED BY THE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER DEPENDING ON THEIR JURISDICTION.

(E) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE STATUTE OF LIMITATIONS REGARDING ANY CLAIM FROM CUSTOMER SHALL BE LIMITED TO ONE YEAR COMMENCING FROM THE BEGINNING OF THE STATUTORY LIMITATION PERIOD.

8. INDEMNIFICATION. Customer will indemnify and hold harmless Recorded Future, its affiliates, and their respective officers, directors, employees, agents, licensors and other providers, against any and all Liabilities arising out of or relating to (i) Customer's breach of this Agreement, (ii) Customer Data, (iii) Customer's violation of applicable laws, rules or regulations; or (iv) Customer's use of the Service. Recorded Future reserves the right to assume the sole control of the defense and settlement of any claim, action, proceeding or suit for which Customer is obliged to indemnify Recorded Future or its affiliates. Customer will cooperate with Recorded Future with respect to such defense and settlement.

9. GENERAL.

9.1 Entire Agreement; Modification of Agreement. This Agreement, including all Order Forms and statements of work as entered into by Customer and Recorded Future pursuant hereto, is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If any provision of this Agreement conflicts with any provision of any Other Agreement, then, unless otherwise provided herein, this Agreement shall control. Any purchase orders issued by Customer shall be deemed to be for Customer's convenience only and, notwithstanding acceptance of such orders by Recorded Future, shall in no way change, override, or supplement this Agreement.

Customer agrees that the electronic text of this Agreement constitutes a writing and its assent to the terms and conditions hereof constitutes a "signing" for all purposes. Recorded Future may from time to time amend this Agreement prospectively. If it does so, it will endeavor to

notify Customer and will post the revised agreement on the Service or its website(s). Customer agrees that its continued access or use of the Service constitutes its agreement to the amended Agreement. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Recorded Future.

9.2 Errors and Omissions. Notwithstanding anything to the contrary in Section 9.1, in the event that Customer's details: (a) are not provided on the Order Form; or (b) are missing from the signature block on any agreement; or (c) contain clerical errors, Customer hereby authorizes Recorded Future to make necessary modifications following acceptance of the Order Form by Customer.

9.3 Waiver. Any waiver of the provisions of this Agreement will be effective only if in writing and signed by Recorded Future. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by Recorded Future or Recorded Future's delay in exercising its rights shall not constitute a waiver of any other provision, breach or default.

9.4 Independent Contractor. Recorded Future and its affiliates are independent contractors and not employees of Customer. At no time shall Customer make any commitments or incur any charges or expenses for or in the name of Recorded Future (or its affiliates), or be considered the agent, partner, joint venturer, employer or employee of Recorded Future (or its affiliates).

9.5 Notices. All notices or other communications required to be given hereunder shall be in writing and may be delivered by certified mail, return receipt requested, postage prepaid; by nationally recognized overnight courier; or as otherwise requested by the receiving party. Notices to the applicable Recorded Future affiliate should be sent to it at 363 Highland Avenue, Somerville, Massachusetts 02144 (which address Recorded Future may update by notice to Customer) with a copy to notices [at] recordedfuture [dot] com. Notices to Customer may be sent to any address or other contact point (including email) that Customer may provide to Recorded Future or its affiliates or Resellers.

9.6 Assignment. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, otherwise transferred or delegated by Customer without Recorded Future's prior written consent.

9.7 Compliance with Laws. (A) Customer will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S., or other federal, state, and local laws, all applicable export laws and those laws related to the protection of data privacy, and proper use of financial and personally identifiable information. Without limiting the foregoing or any other Customer restrictions or obligations herein, Customer represents and warrants that, during the term of this Agreement: (A) it (i) will not engage, directly or indirectly, in activities prohibited by U.S., or other applicable, export control regulations, or regulated by the International Traffic in Arms Regulations (or local equivalent legislation or regulations) without the proper authorizations, including (a) the design or development of defense articles, (b) the provision of defense services, or (c) the development of nuclear facilities not licensed by the U.S., or other applicable, Government; chemical, biological, or nuclear weapons; or rocket, missile or unmanned aircraft systems, or (d) terrorist activities; (ii) is not a resident or organized under the laws of Cuba, Crimea, Iran, North Korea, Syria, or Sudan, or any other location prohibited by U.S., or other applicable, law; and (iii) is not, and is not owned or controlled by, a person or entity that is the subject of any sanctions administered or enforced by any relevant sanctions authority, including the Office of Foreign Assets Control of the U.S. Department of Treasury; and (B) it will not provide any information received from the Service to, or otherwise use the Service for the benefit of, any person or entity, the identity or activity of which would violate any of clauses (A)(i)-(A)(iii) above.

(B) Customer represents and warrants that (1) it is not a Covered Person, or a Country of Concern, as defined by 28 C.F.R. Part 202; and (2) (i) it is not a resident of, nor an entity organized under the laws of, China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, or Venezuela, and it has not been designated as a Covered Person by the U.S. Attorney General; and (ii) is not, directly or indirectly, owned or controlled by any Covered Person or by China, Cuba, Iran, North Korea, Russia, or Venezuela; and (iii) is not an employee of, contractor of, or otherwise acting at the direction of any Covered Person, or of China, Cuba, Iran, North Korea, Russia, or Venezuela.

(C) Customer agrees that it will not permit any Covered Person, or any Country of Concern, to access the Services. Customer further agrees not to provide any Covered Person, or any Country of Concern, with Output of the Services. This Agreement does not authorize any Covered Person, or any Country of Concern, to access the Service, for any purpose, and any such access shall constitute unauthorized access under the laws of the United States. If, at any time, Customer knows or suspects that a Country of Concern or Covered Person has gained access to the Services, or to Output of the Services, Customer will immediately inform Recorded Future. Failure to comply with the above will constitute a breach of this Agreement and may constitute a violation of 28 CFR part 202.

(D) Further, Customer understands that the Service may contain malware, or other malicious content, Customer agrees not to use any such malware for malicious or unlawful purposes. Customer represents that it possess the requisite skills to safely handle such content.

(E) In the event Customer becomes aware, or reasonably suspects that any person or entity is using any Recorded Future offering for unlawful or malicious purposes, or to harm the integrity, security, or performance of such offerings, or is otherwise in violation of this Agreement, it shall immediately notify Recorded Future via support [at] recordedfuture [dot] com.

9.8 Force Majeure. Neither Recorded Future nor any of its affiliates will be responsible for any act or omission (including any failure, interruption or delay in the operation of the Service) due to a Force Majeure Event.

9.9 Non-Party Requests. If Recorded Future, or its affiliates, are required by applicable law, rule or regulation to conduct electronic legal discovery, or produce information or Personnel as witnesses with respect to Customer's use of the Service or this Agreement, Customer shall reimburse Recorded Future and its affiliates for their reasonable costs and expenses incurred to respond to such requests, unless Recorded Future is a party to the proceeding or the subject of the investigation.

9.10 Governing Law and Disputes. (A) Choice of Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and interpreted and construed in accordance with the laws of the jurisdiction as shown in the table below except that to the

extent Customer is using a free version of the Triage Service, the governing law will be Dutch law and place of arbitration will be Amsterdam, the Netherlands, without regard to any conflict of law principles that would apply another law. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby excluded.

Location of Customer	**Governing Law**	**Place of Arbitration**
USA	Massachusetts	Boston
UK	England and Wales	London, UK
Japan	Japan	Tokyo, Japan
Singapore	Singapore	Singapore
EU	Sweden	Gothenburg, Sweden
All Other Locations	Massachusetts	Boston, Massachusetts

(B) Default Approach for Disputes. Except to the extent a Customer dispute is covered by Section 9.10(C) below, Customer hereby consents to jurisdiction and venue in any federal or state court located within Boston, Massachusetts, USA, and Customer shall not bring any suit, claim or other cause of action except in a court located within Boston, Massachusetts, USA.

(C) Approach for Disputes with Certain Customers. (I) This Section 9.10(C) applies to Customer disputes to the extent that either (a) the Customer's principal place of business, or jurisdiction of incorporation/formation, is outside the United States in a country that is a signatory or 'Contracting State' to The New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards (see http://www.newyorkconvention.org/countries), or (b) Recorded Future opts, in its sole discretion, for the dispute to be covered by this Section 9.10(C). (II) Recorded Future (and its affiliates) and Customer hereby consent to resolve any applicable

dispute arising out of or related to this Agreement by submission of such dispute to binding and final arbitration in accordance with the Rules, by an arbitral tribunal composed of one or more arbitrators appointed in accordance with the Rules. Arbitration proceedings may be commenced by either party by providing written notice to the other party. All arbitration proceedings will be held in the location specified in the table in Section 9.10(A) (provided that proceedings may be conducted at another location or by telephone conference call with the consent of the parties and the arbitrator(s)). All arbitration proceedings will be conducted in the English language. The arbitrator(s) may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. The parties agree that the arbitrator(s) will be empowered to grant injunctive or other equitable relief, but will have no authority to award punitive damages. The above obligation to arbitrate shall extend to any claim by or against any affiliate, agent, officer, employee, director, manager, member or shareholder of a party. (III) Notwithstanding clause II above, (a) either party may initiate litigation in any court of competent jurisdiction seeking any preliminary or temporary remedy in equity, including the issuance of a preliminary or temporary injunction; and (b) judgment on the arbitration award granted in any arbitration hereunder may be entered in, and the parties shall have the right to seek enforcement thereof by, any court of competent jurisdiction (and any additional expenses incurred in enforcing the arbitration award will be charged against the party that resists its enforcement); and (c) the parties hereby consent to the non-exclusive jurisdiction of any federal or state court located in Boston, Massachusetts, USA, and waive any objections of improper venue or inconvenient forum, in connection with clauses (III)(a) or (III)(b) above.

9.11 Non-Solicitation. Customer shall not directly or indirectly solicit, employ or engage any employee of Recorded Future (or its affiliates) with whom it came into contact relating to the Service during the period of such contact and for one (1) year thereafter. If any court or other adjudicatory body determines that the foregoing provision is unenforceable because of its duration or scope, the court or adjudicatory body has the power to reduce the duration or scope of the provision, as the case may be, so that in its reduced form the provision is enforceable. Such power includes the authority to reform the provision by rewriting it, if required, so that it conforms to applicable law and carries out the parties' intentions under this Agreement. For purposes of the foregoing, the term "solicit" shall not be deemed to mean: (a) circumstances where an employee of Recorded Future (or its affiliates) initiates contact with Customer with

regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of Recorded Future (or its affiliates), including responses to general advertisements.

9.12 Automated Indicator Sharing. By accessing and using the Service, Customer agrees to the terms of the Automated Indicator Sharing (AIS) Program with the applicable TLP Restrictions (available via https://www.recordedfuture.com/support/automated-indicator-sharing)

9.13 Recorded Future's Acceptable Use Policy. While Recorded Future seeks to serve as broad a range of organizations as possible, while abiding by all applicable export-control and other regulations, there are certain limits that are imposed on the use of our offerings by our acceptable use policy. Specifically, Recorded Future prohibits:

- Illegal Activities: The use of any of its services for any unlawful purpose or in furtherance of any illegal activities.
- Discrimination: The use of any of its services to perform targeted collection on the basis of protected characteristics such as race, sex or gender, sexual-orientation, religion, age, national or ethnic origin, disability status, marital status, or genetic information.
- Physical or Financial Harm: The use of any of its services for causing any physical or financial harm to any other individual or entity. This includes, but is not limited to, facilitating unauthorized access to protected systems, or damaging infrastructure.
- Misuse of Financial or PII Data: The use of any of its services for fraud, theft, misappropriation of data, or otherwise misuse financial, personal, or other sensitive information.
- Harassment or Stalking: The use of any of its services to harass or stalk any individual as defined by applicable law.
- Obscenity, Pornography, or Sexually Explicit Material: The use of any of its services to improperly access or view obscene, pornographic, or otherwise sexually explicit material.
- Extortion: The use of any of its services to engage in blackmail, extortion, or for otherwise inappropriate purposes.
- Copyright Infringement: The use of any of its services to violate copyright, or any other applicable intellectual property law.

9.14 Fees. (A) For those Customers purchasing a paid Service directly from Recorded Future, fees are specified on the Order Form. Customer agrees to pay any pre-approved reasonable travel and living expenses incurred in connection with the provision of services under a

statement of work or Order From. Unless otherwise set forth on the Order Form, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are net thirty (30) days from the date of receipt of invoice. Customer shall be responsible for all taxes, duties and similar charges on the fees, except for taxes on Recorded Future's income unless a valid exemption is provided. Customer shall pay interest on all late payments at the lesser of (a) 1.5% per month, or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Recorded Future for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

(B) For those Customers purchasing a paid Service via a Reseller, fees are as specified in the applicable Order Form between Customer and the Reseller. Customer and/or Reseller shall be responsible for all taxes, duties and similar charges on the fees, except for taxes on Recorded Future's income. To the extent that Reseller does not pay Recorded Future all applicable fees when due for Customer's access and use of the Service, due to Customer's failure to pay Reseller, such failure shall be deemed a material breach of this Agreement by Customer.

(C) Recorded Future reserves the right to impose fees, or other limitations (including upload and/or rate limits), on any offerings that are currently offered free of charge, including Hatching, with prior notification of the User.

(D) For any transactions hereunder in which payment is made by paper check, Customer agrees to pay an administrative fee equal to one percent (1%) of the total transaction amount ("Check Fee") as a processing fee. By submitting a payment via paper check, Customer agrees to the Check Fee as a condition of payment.

(E) In the event of any termination of Services or any Order Form, there shall be no refund of any prepaid fees and Customer shall remain liable for all fees for the originally contracted term.

9.15 Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive. The parties hereto agree they expressly require the agreement to be entered between them, together with all related documents (including this Agreement), drawn up, executed and distributed in the English language only. Les parties aux présentes conviennent expressément que le contrat qu'ils concluront entre eux, ainsi que tous les

documents connexes ou qui s'y rattachent, soient entièrement rédigés, signés et distribués en Anglais seulement.

9.16 SecurityTrails. This Agreement shall apply to, and "Service" includes without limitation, any services offered by SecurityTrails, LLC, including those made available through SecurityTrails.com, DNSTrails.com, the Forensics API, and any other software or services offered by SecurityTrails.

9.17 Triage. (A) This Agreement shall apply to, and "Service" includes without limitation, any services offered by Hatching, including Triage, and any other software or services offered by Hatching.

(B) The following definitions shall apply to Hatching's offerings:

- "Analysis Results" shall mean at least the following, but is not limited to the following:
    - video of how the system works and/or instant screenshots; process tree with details of each process;
    - details of file system changing (newly created, deleted and modified files);
    - network activity (HTTP/HTTPS requests or replies, all network connections, the content record of all connections);
    - indicators meaning the conclusions on each item (behavior analyze on a particular factor);
    - static analysis meaning the processing result of all newly created, modified files as well as content downloaded from the network, preview in the form of text, pictures, or data in hexadecimal form.
- "Malware" malicious and/or damaging software or URLs linking to such software, including but not limited to computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs, code, or indicators such as DNS indicators.
- "Individual User" shall mean any registered user who has signed up for an Individual License for the Service, available through the Site. For clarity, each individual may only have one Individual License at any one time unless explicitly approved in writing by Recorded Future.
- "Individual License" shall mean a license that provides the user with the ability to, non-commercially, use our Service through the Site's interface. Results of all Analysis performed under an Individual License will be made publicly available, and may be distributed by Recorded Future elsewhere.
- "Researcher" shall mean any registered user who has signed up for a Researcher License for the Service, available through the Site.

- “Researcher License” shall mean a license that provides the user with the ability to, non-commercially, use our Service through the Site’s interface, as well as via the API. Results of all Analysis performed under a Researcher License will be publicly available, and may be distributed by Recorded Future elsewhere. Use of the Service under a Researcher License is limited by our fair use policy.
- “Site” shall mean Tria.ge, or other associated websites, as managed by Hatching.
- “Company Use” shall mean any registered user who has signed up for a Company License for the Service, available through the Site, or has been invited to be included under a pre-existing Company License.
- “Company License” shall mean a license that provides the user(s) the ability to, commercially, use our Service through the Site’s interface, as well as via the API. Use of the Service under a Company License is governed by these Terms if no individual (superseding) services agreement between Hatching or Recorded Future and the respective company has been put in effect.

Any Individual, Researcher, or other User that intends to use Hatching for commercial purposes must first notify Recorded Future in writing at hatching-support [at] recordedfuture [dot] com regarding any such use. Recorded Future reserves the right to impose fees for any such commercial usage at any time.

(C) Customer acknowledges that Customer Data submitted to Hatching may be analyzed, published, and shared publicly, or with other third parties, as part of providing the service. Neither Recorded Future nor Hatching shall be responsible for the content or information which may incidentally appear in such submissions or be included in automatically-generated reports.

(D) All Analysis Results (or parts thereof) generated via the Service are protected intellectual property of Recorded Future.

(E) ANALYSIS RESULTS OF ALL CONTENT SUBMITTED BY USERS WITH EITHER AN INDIVIDUAL LICENSE OR A RESEARCHER LICENSE ARE PUBLIC. ALL OTHER ANALYSIS RESULTS SHALL BE PUBLIC.

(F) For those with Individual or Researcher Licenses that upload samples in bulk, Recorded Future holds the right to prioritize submissions at its sole discretion.

9.18 Third-Party Content and/or Software. (A) The Service, and its Output, may include references or hyperlinks to other web sites or content or resources or email content. Recorded Future has no control over any web sites or resources which are provided by such third-parties. Customer acknowledges and agrees that Recorded Future is not liable for any loss or damage

which may be incurred by Customer or other users as a result of the availability of those external sites, content, or resources, or as a result of any reliance placed by Customer on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

(B) The Services may incorporate certain third-party software, which is licensed subject to the terms and conditions of the third party licensing such third party software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such third-party software.

9.19 Attack Surface Intelligence Module. If your use of the Services includes the Attack Surface Intelligence Module, or related functionality, this Section 9.19 applies to your use of the Services. You hereby agree and consent that, upon your request, Recorded Future may perform non-intrusive scans of your external attack surface, including application and network penetration and vulnerability assessments potentially involving the following components: (A) threat identification (i.e., known vulnerabilities in hardware or software, in the system or application, and in required network services); (B) penetration and vulnerability analysis, testing and scanning; (C) assessment of the potential exploits and impacts; and (D) safeguard analysis such as code revisions, patches, fixes, configuration changes and compensation or other controls. When performing such non- intrusive scans, Recorded Future will exercise reasonable efforts to avoid disruption to your external infrastructure, and you hereby agree that Recorded Future will not be liable for any such disruptions. You further agree and consent that the scans described herein may include scans of third-party, internet-facing infrastructure that you designate for scanning. You hereby represent and warrant that you have obtained and will maintain all rights, notices, authorizations, and consents necessary for Recorded Future to perform such scans without violating applicable law or any third-party rights, and you will indemnify Recorded Future, its subcontractors, and its third party service providers from any and all claims arising out of any breach of your obligations under this Section.

9.20 Takedown Offerings. If your use of the Services includes takedown services as part of our Brand Intelligence Module, then you hereby authorize Recorded Future and our subcontractors and other third party service providers to serve as your agent, or otherwise act on your behalf, when submitting takedown requests to the applicable entities. We respond to specific claims of

copyright infringement by intellectual property owners or their approved agents, provided that sufficient information is given to substantiate such claims.

Consequently, Customer represents and warrants that it is the owner of the intellectual property that is the subject of the takedown, or is otherwise authorized to submit takedown requests for such intellectual property as the agent of the intellectual property owner. Furthermore, Customer agrees to comply with the Digital Millennium Copyright Act ("DMCA") of 1998 with regards to takedowns and represents and warrants that all information provided by Customer in a takedown request provided to Recorded Future, its subcontractors, and/or third party service providers will be in accordance with the DMCA and that such takedown request is due to unauthorized use of Customer's intellectual property or the intellectual property of the owner for which it is an agent. Notwithstanding Section 7 (Limitation of Liability), Recorded Future, its subcontractors, and its third party service providers will have no liability for any takedowns that are requested by Customer except for the willful misconduct of Recorded Future, its subcontractors, or its third party service providers. If Customer is requesting a takedown on behalf of an affiliate or as the agent of another party, Customer represents and warrants that it has the authority to do so and will indemnify Recorded Future, its subcontractors, and its third party service providers from any and all claims arising out of takedowns initiated and/or performed on behalf of such affiliates and/or other party.

9.21 Survival. Any obligations that have accrued prior to termination or expiration, and the following provisions of this Agreement, shall survive any termination or expiration hereof: Definitions, Recorded Future Entities, Introduction, and Sections 2 through 9.

IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE SERVICE AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH RECORDED FUTURE, DO NOT HAVE SUCH AUTHORITY, OR YOU ARE BARRED FROM USING OR RECEIVING THE SERVICE UNDER APPLICABLE LAW.

EFFECTIVE DATE: February 6th, 2026