Master Subscription Agreement

AWS-MP version 2021 05 01

THIS MASTER SUBSCRIPTION AGREEMENT ("MSA") GOVERNS THE SERVICES (AS DEFINED BELOW) TO BE PROVIDED BY DEEPWATCH, INC. (HEREINAFTER REFERRED TO AS "deepwatch"), ITS AFFILIATES, AND/OR ITS OR THEIR SUPPLIERS, RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, AND/OR LICENSORS (COLLECTIVELY REFERRED TO AS "SUPPLIERS") TO CUSTOMER ("CUSTOMER"), PURSUANT TO ANY ORDERS PLACED BY CUSTOMER VIA AMAZON WEB SERVICES, INC. ("AWS") MARKETPLACE. BY CUSTOMER CONFIRMING AN OFFER TO DEEPWATCH OR OTHERWISE USING OR ACCESSING THE PRODUCTS MADE AVAILABLE BY DEEPWATCH CUSTOMER IS ACCEPTING AND AGREEING TO THIS MSA AND THE TERMS OF SUCH ORDER EACH ORDER PLACED BY CUSTOMER SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE SPECIFIED THEREIN. DEEPWATCH AND CUSTOMER MAY BE REFERRED TO INDIVIDUALLY AS A "PARTY" AND, COLLECTIVELY, AS THE "PARTIES".

1. Definitions

"Affiliate" of a Party means any other entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the power to direct or cause the direction of the management and policies of such entity.

"Bundled Offering" means an Order that includes the underlying required Third Party Software licensed by deepwatch and used by Customer to the extent applicable. Bundled Offerings are subject to the Third Party Software licensor's flow down term and conditions more fully provided in Section 10.17,

"Customer" may also include any Customer Affiliate: (i) receiving the benefit of the Services through Customer's purchase of the Services, or (ii) whose data is included, accessed, or received by deepwatch in connection with the performance and/or provision of the Services for Customer. With respect to such Customer Affiliate(s), Customer hereby represents and warrants that: (a) Customer has obtained the necessary consent from each Customer Affiliate for deepwatch to access such Customer Affiliate's networks and data in connection with providing the Services; and (b) each Customer Affiliate agrees to, and is hereby legally bound by, the terms of this MSA. The parties acknowledge and agree that Customer Affiliates are not intended to be third party beneficiaries to this MSA unless contracting directly under an applicable Order Form pursuant to this MSA. Customer shall be fully liable for any breach of the terms of this MSA by any Customer Affiliate receiving, using, or having access to the Services.

"Customer Data" means any and all data, information and material either transmitted or uploaded by Customer into applicable Third Party Software and/or SaaS Product for use in performance of the Services. Except as set forth in Section 2.3(e), Customer Data shall not include or contain any Personal Data.

"Deficiency" means a material failure to meet a SLA (as described below) or a material error in a Deliverable.

"Deliverable(s)" means any reports or custom dashboards created for Customer by deepwatch.

"Documentation" means deepwatch's electronic and/or hard copy Service Descriptions, user guides, help and training materials, and other documentation for the Services, which may be updated, amended, or replaced by deepwatch from time to time in its sole discretion.

"EULA" means a third party vendor's end user license agreement, subscription agreement, services agreement, or similar document for use of or access to any Third Party Software.

"Law" means any local, state, federal, administrative, and/or foreign laws, statutes, treaties, regulations, and/or court or regulatory agency orders applicable to a Party.

"Log File" means a file that records security events that occur in software used by Customer. In the case of any Customer Log Files provided to or accessed or processed by deepwatch, Customer shall ensure that Log Files do not contain any Personal Data. Notwithstanding the foregoing sentence, for purposes of this MSA, it is permissible for Customer's Log Files to contain IP and MAC addresses, computer hostnames, a User's name and location, email addresses, badge information, and employee ID numbers.

"Order" or "Order Form" means any ordering document, offer, proposal, and all attachments thereto, for the purchase of the Services set forth therein for the specified deepwatch Services. Each executed Order Form or confirmed Offer by Customer is incorporated herein and subject to the terms of this MSA.

"Personal Data" means any non-public information and/or data that can be used, alone or in combination with other data, to identify any individual person. Personal Data includes, without limitation, a person's home address, date of birth, social security number, home or personal telephone numbers, credit card information, driver's license number or unique number contained in any other government-issued identification document, bank account numbers, mother's maiden name and any other information used to authenticate identity, biometric records, Personal Health Information (as that term is defined and/or used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act) or any other medical information, education information, any passport and/or visa number, passwords, financial information, and/or any employment information. In light of the sensitive nature of Personal Data, Customer shall not send, provide, and/or make accessible to deepwatch any Personal Data unless such Personal Data is required and needed for a specific project assigned by Customer to deepwatch and agreed to in writing by deepwatch. In any such situation, Customer shall only send, provide, or make accessible to deepwatch the specific Personal Data which deepwatch needs to access and/or use in order to provide the specific services requested by Customer pursuant to this MSA, an Order Form or proposal agreed to in writing between Customer and deepwatch.

"Reseller" means any reseller and/or distributor of the Services who completes Order Form fulfillment for the deepwatch Services. Such Reseller shall be responsible for any payments related to deepwatch's Services pursuant to the Order Form and Resellers invoice or purchase order for such Services. For clarity, AWS is responsible for collecting and processing payments, as well as any credits and refunds associated with any confirmed AWS Marketplace Orders subject to this MSA.

"SaaS Product" means each deepwatch software-as-a-service (SaaS) product and/or service hosted by deepwatch and made available to Customer pursuant to an Order and subject to Section 10.15 below.

"Services" means deepwatch's proprietary managed security subscription services and, to the extent applicable, any SaaS Product subscribed to by Customer, as well as any associated modules, components, and updates thereto and any related services provided by deepwatch under an Order.

"Services Description" means a detailed description of the managed services and, to the extent applicable if Customer subscribes to any SaaS Product, any accompanying SaaS Product Description that deepwatch or a reseller or distributor of the deepwatch Services will provide per the Order Form and can also be found through on the deepwatch web page as set forth at https://legal.deepwatch.com.

MDR Description: https://legal.deepwatch.com/mdr-service-description
MEDR Description: https://legal.deepwatch.com/medr-services-description
Managed Firewall Description: https://legal.deepwatch.com/managed-firewall-service-description
Vulnerability Management Description: https://legal.deepwatch.com/vulnerability-management-vm-solutions-description

"Subscription Term" means the period of time Services are contracted for under an Order Form as may be renewed or modified by a change order.

"Third Party Software" means any third party (e.g., Splunk, ServiceNow) software (including components subject to the terms and conditions of "open source" software licenses) and/or other third party copyrighted

and/or proprietary products, documentation, materials, and services (including any features, functionality, and updates), extensions (including any separate downloadable suite, add-on, command, function, or application, including any module, which extends a software program) as well as any modifications to any such software and any derivatives of any of them provided with or required in performance of the Services, of which such software (a) is or may be directly licensed or subscribed to by Customer and provided or made accessible to deepwatch by Customer for deepwatch to perform managed Services as set forth in the applicable Order Form ("Customer Third Party Software"), or (b) is directly licensed or subscribed to by deepwatch and may be made accessible by deepwatch to Customer, or may be internally used by deepwatch in performance of the Services, but in neither case are provided or made accessible to Customer by deepwatch ("deepwatch Third Party Software"). Customer Third Party Software and deepwatch Third Party Software are collectively referred to as the Third Party Software.

2. Services

2.1 Provision of the Services.

(a) deepwatch will make the Services available pursuant to the terms of this MSA and each Order Form during the applicable Subscription Term to (i) Customer; and (ii) each individual employee, consultant, contractor, and agent who is authorized by Customer to access and/or use the Services during the Subscription Term (each, a "User") and subject to the usage restrictions, limits, and/or conditions set forth in this MSA as well as the applicable Services Description and/or Order Form. If the Services will be made available to any Customer Affiliate pursuant to this MSA, then the term "Customer" shall also include any such Customer Affiliate. Customer understands and acknowledges that deepwatch may use Third Party Software in its performance and provision of the Services including components subject to the terms and conditions of open source software licenses. deepwatch Third Party Software incorporated in its Services does not require an additional license or sublicense to be secured by Customer. Notwithstanding the foregoing, Customer acknowledges that it is responsible for securing licenses and/or subscriptions for any Customer Third Party Software required for deepwatch's use during the Subscription Term in order to provide Services to Customer.

(b) Customer understands and agrees that Customer data may be hosted on public cloud service providers (by way of example, ticketing, threat intelligence, SOAR and remote access). Any data stored by deepwatch on a public cloud service provider will be protected by industry standard security best practices in accordance with deepwatch's regulatory obligations. The Services made available under this MSA do not include any implementation, professional, advisory, or technical services which Customer may purchase separately from deepwatch or a Reseller pursuant to the terms set forth in a Statement of Work or Services Description describing such services (the "Professional Services"). Customer may incur additional Fees for exceeding any defined volume or user limits applicable to any of the Services as documented in an Order Form.

(c) Background Screening. deepwatch shall ensure that prior to assignment all employees, agents and subcontractors who will have access to Customer Data, have favorably completed background screening requirements. Current screenings include the following, but subject to change:

- SSN Validation
- Employment Verification (last 7 years)
- Education Verifications
- Address History in accordance to applicable State Law
- National Criminal Records in accordance to applicable State Law
- County Criminal Records in accordance to applicable State Law
- Federal and State Criminal Search
- Sex Offender List
- FACIS
- Terrorists Watch List

- OFAC Sanctions List
- Denied Persons List
- Unverified List
- Drug Screen

2.2 Updates; Future Features and Functionality.

deepwatch will make available to Customer and Users all updates and enhancements to the Services that deepwatch generally makes commercially available to its customers. Customer agrees that the development, release, and timing of any features or functionality for the Services remains at deepwatch's sole discretion and Customer's purchase of the Services is not contingent or dependent on the delivery of any future functionality, feature, or other services or products regardless of any communications about deepwatch's plans, including any information on deepwatch's website or in any presentation, proposal, press release, or public statement. From time to time, deepwatch may provide Customer with a maintenance update to any of the Services. All warranties, indemnification obligations, and duties of deepwatch are conditioned upon Customer's acceptance, and if applicable, reasonably prompt installation of all maintenance updates supplied or made accessible by deepwatch or its Supplier as directed.

2.3 Controls, Policies, and Procedures.

(a) Security Certifications. deepwatch maintains internal controls, policies, and procedures at least as effective as those described in deepwatch's most recent SOC 2 Type 2 report ("SOC Report"). Additionally, deepwatch meets or exceeds the Payment Card Industry ("PCI") Security Standards Council ("SSC") requirements for Level 1 Service Providers, as attested to in deepwatch's most recent PCI Data Security Standard Attestation of Compliance ("AoC") for Onsite Assessments – Service Providers report ("PCI Report") and has obtained TRUSTe Enterprise Certification.

(b) Cardholder Data. While deepwatch is a PCI Compliant Service Provider, it is incumbent upon Customer to ensure that it does not share any cardholder data ("CHD") with any deepwatch Services and/or upload any CHD into the deepwatch security platform. In the unlikely event Customer inadvertently discloses CHD to deepwatch or upload any CHD into the deepwatch security platform, Customer is required to notify deepwatch in writing, as soon as practicable, and assist deepwatch in identifying, anonymizing, and/or removing the disclosed and/or uploaded CHD.

(c) Security Reports. Upon Customer's written request, (and execution of a mutual non-disclosure agreement if such information is required prior to execution of this MSA), deepwatch will provide Customer with the most recent copy of either the SOC Report, PCI Report, and/or TRUSTe Certification. These reports, and any analyses, reports, summaries, and/or information related to or derived from such reports, are considered deepwatch's Confidential Information (as defined below).

(d) Security Questionnaires. deepwatch defers all responses to Customer cybersecurity questionnaires until Customer has reviewed the above reports and completed Customer's questionnaire utilizing the information contained within the reports.

(e) Customer Personal Data. Except for information contained in any Log Files processed by deepwatch, Customer shall neither disclose to deepwatch nor upload into or process in the deepwatch security platform or make accessible to any deepwatch service, personnel, or contractor any Personal Data of any nature and/or any other non-public personally identifiable information other than information contained in Log Files that could be legally considered private or sensitive. Notwithstanding the above, in the event that Customer uploads Personal Data and/or any other non-public personally identifiable information that could be legally considered private or sensitive or makes any Personal Data accessible in any deepwatch service offering in violation of this MSA, Customer shall remove such Personal Data immediately or, at its reasonable discretion, deepwatch may purge such data from the applicable Third

Party Software and system and all deepwatch services.

(f) Collection of Customer Data. Customer is responsible for all activities that occur in the Customer account and for each User's compliance with all terms and conditions of this MSA. Customer is responsible for the collection, legal protection, and use of all Customer data that is loaded, stored, accessible, or used in connection with Customer's use of any deepwatch services.

(g) Privacy Compliance. Each Party shall comply with all local, state, federal and foreign laws, treaties, regulations, and conventions to the extent applicable to such party in connection with its provision, access to, and/or use of the Services, including, without limitation, the General Data Protection Regulation ("GDPR"), CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act ("PIPEDA") (Canada), California Consumer Privacy Act ("CCPA"), and all other applicable state privacy laws, the EU Data Protection Directive, and all other laws and regulations applicable to Customer Data related to privacy, publicity, data protection, electronic communications, and anti-spamming laws

2.4 Service Level Agreement.

(a) deepwatch provides its customers with Service Level Agreements ("SLA") including the system uptime availability commitment for the Services as described in the SLA as set forth in each applicable Order Form (and generally found on the deepwatch web page located at https://legal.deepwatch.com/service-level-agreements), as may be amended from time to time by deepwatch in its sole discretion. Customer's sole and exclusive remedy, and deepwatch's sole and exclusive liability, for failure to satisfy the applicable availability commitment is set forth in the SLA. For the avoidance of any doubt, the SLA shall not apply to any SaaS Product.

(b) deepwatch Services and SLA commitments are based on deepwatch having access to Customer environment through connections using deepwatch's zero trust secure access (i.e. Zero Trust - Broadcom Secure Access Cloud) as may be required for the provision of the Services pursuant to the Services Description. If Customer requires deepwatch to use special access methods through individual login accounts (i.e. VPN access; access needing to be verified on 30, 60, 90 day cycles), Customer acknowledges that such an arrangement limits deepwatch access. Such limited access may impact deepwatch's ability to perform Services in a timely manner and prevent 24x7 coverage. In addition, deepwatch's failure to satisfy SLA availability commitment through engineering support will not be applicable under any special access arrangement[s] and Customer will be responsible for applying updates to its infrastructure and any programs that deepwatch has limited access to.

3. Fees

3.1 Invoice and Payment.

All fees for the Services ordered by Customer (collectively, the "Fees" or "Subscription Fees") shall be pursuant to an executed Order Form and all Fees are quoted and payable in United States dollars as agreed upon between Customer and the Reseller. All Fees are based on the Services ordered by Customer in any Order Form and not actual usage. Except as otherwise set forth in this MSA, all payment obligations are non-cancelable, Fees paid are non-refundable, and quantities ordered cannot be decreased during the relevant Subscription Term.

3.2 Suspension of Services

In addition to any other rights or remedies deepwatch may have under this MSA or by Law, deepwatch reserves the right to suspend Customer's access to the Services, without any liability to deepwatch for such suspension, for any uncured breach of this MSA or upon notice of non-payment by deepwatch or its Reseller, and such Services shall only be resumed if Customer cures such breach within ten (10)

business days or, if pursuant to non-payment, pays the full amount of such invoiced Fees (except for any disputed Fees then subject to a Billing Dispute under Section 3.3) to its Reseller. The Subscription Term will remain unchanged notwithstanding any suspension of Services hereunder.

3.3 Billing Disputes.

Any dispute involving invoiced Fees (a "Billing Dispute") must be in writing and submitted in good faith to the Reseller within thirty (30) days of the invoice date and include a reasonably detailed statement describing the nature and amount of the disputed Fees as well as the reasonable and good faith basis for why a credit or refund is being requested (a "Billing Dispute Notice"). Customer shall cooperate with the Reseller to promptly address and attempt to resolve any Billing Dispute submitted by Customer. Customer acknowledges and agrees that, if Customer does not submit a Billing Dispute Notice in compliance with this Section 3.3, Customer waives all rights to dispute such invoice and all Fees set forth in such invoice will be considered correct and binding on Customer. Notwithstanding any dispute of invoiced Fees commenced in accordance with this Section 3.3, Customer shall remain obligated to pay all undisputed Fees within thirty (30) days of the invoice date or as otherwise applicable. Notwithstanding anything to the contrary in this Agreement, non-payment by the Customer of a disputed invoice pursuant to this Section 3.3 will not be considered a default by the Customer and will not be considered grounds for termination of this Agreement.

4. Proprietary Rights

4.1 Ownership.

deepwatch and/or its Suppliers own all worldwide right, title, and interest in and to the Services (including the Documentation), and Third Party Software, including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registrations, and copyrights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, documentation, reports (except reports specifically prepared by deepwatch for Customer), dashboards, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to any of the foregoing. deepwatch does not grant Customer any intellectual property rights in or to the Services, Documentation, or any Third Party Software, and all right, title, and interest in and to all copies of the Services, Documentation, and Third Party Software will remain with deepwatch and/or its Suppliers. deepwatch owns and shall continue to own all right, title, and interest in and to the Services and Documentation (except for any Third Party Software incorporated therein, which shall remain the sole property of the Supplier, as applicable). deepwatch and/or its Suppliers may modify and/or improve the Services, Third Party Software, and/or any Documentation at any time and deepwatch's and its Suppliers' ownership rights (including all intellectual property rights) will include all enhancements, modifications, adaptations, and/or derivative works therein and thereto (whether made by deepwatch, any third party, or jointly). Notwithstanding the foregoing, Customer shall have the right for continued use after termination or expiration of this MSA of any Deliverables provided during the Subscription Term, provided however, any Deliverables provided through or by Third Party Software shall be licensed per the applicable EULA.

4.2 Grant of Rights.

This is an agreement for use of deepwatch services and not an agreement for the sale or license of any software or Third Party Software or the sale or license of any deepwatch Third Party Software unless otherwise specified in an Order Form. deepwatch hereby grants Customer a limited, worldwide (subject

to export Laws), non-exclusive, non-transferable, revocable right to use the Services (including the Documentation), solely for the internal business purposes of Customer and solely during the Subscription Term, subject to the terms and conditions of this MSA and scope of use described in the relevant Order Form. No rights are granted to Customer hereunder other than as expressly set forth herein and deepwatch, and/or its Supplier if applicable, reserves all rights not specifically granted under this MSA.

4.3 Customer Obligations; Grant Restrictions.

(a) Customer Obligations. Customer shall not (or allow any person, Affiliate, and/or entity to): (i) modify, copy, or create any derivative works based on the Services; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Services available to any third party, other than to Users as permitted herein; (iii) reverse engineer, disassemble, or decompile any portion of the Services, including any software utilized by deepwatch in the provision of the Services, except to the extent required by Law; (iv) access the Services if it (or any Affiliate) is a direct competitor of deepwatch or in order to build any competitive or commercially available product or service or for purposes of monitoring the availability, performance, or functionality of the Services, or for any other benchmarking or competitive purposes; (v) copy any features, functions, integrations, interfaces, or graphics of the Services; (vi) use the Services in violation of any Laws or outside the scope of the rights granted in Section 4.2; (vii) in connection with the Services, send or store any material that (a) infringes or misappropriates any intellectual property right of deepwatch, any Supplier, or any other third party, or (b) is obscene, threatening, or otherwise unlawful or tortious or violates any Laws or other party's rights, including any privacy, publicity, import and export control, data protection, electronic communications, or anti-spamming Laws or rights; (viii) send or store any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs ("**Malicious Code**") in connection with the Services; (ix) interfere with or disrupt performance of the Services or the data contained therein; or (x) attempt to gain access to the Services or its related systems or networks in a manner not set forth in the Documentation related to such Services. With respect to deepwatch's Third Party Software and the deepwatch security platform, Customer shall also not (1) cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of any such software and/or the deepwatch security platform by any means or in any form, (2) use any such software and/or the deepwatch security platform to conduct a service bureau or similar business for the benefit of any third party, or (3) modify, enhance, supplement, create derivative work from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the software and/or the deepwatch security platform to human readable form. Customer shall have sole responsibility for the collection, accuracy, quality, integrity, legality, reliability, appropriateness, legal protection, and use rights of all Customer Data (as defined below). Customer will cause its Affiliates (and each Affiliate's Users) who have access to and/or use the Services to comply with the provisions of this MSA and shall be responsible and liable for the acts, errors, negligence, and/or omissions of all Users and each Affiliate's Users relating to this MSA and/or the use of any Services.

(b) Grant Restrictions. Customer acknowledges that deepwatch's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, network, and information, and (ii) Customer's timely decision-making and provision of timely, accurate and complete information and reasonable assistance, including, granting of approvals or permissions, as subsections (i) and (ii) are deemed reasonably necessary and reasonably requested for deepwatch to perform, provide, and/or implement the Services. Customer will promptly obtain and provide to deepwatch any required licenses, approvals, and/or consents necessary for deepwatch's performance or provision of the Services. deepwatch will be excused from its failure to perform its obligations under this MSA to the extent such failure is caused by Customer's delay in performing or failure to perform its responsibilities under this MSA and/or any Services Description as set forth in each applicable Order Form (and generally found on the deepwatch web page located at https://legal.deepwatch.com).

4.4 Ownership and Use of Customer Data; Data Processing.

Customer owns all right, title and interest in and to all Customer Data. Subject to the terms of this MSA, Customer grants deepwatch and its Affiliates a worldwide, limited, royalty-free, non-exclusive, non-transferable (except as set forth in Section 10.6) license (where applicable) and right to (a) access, use, copy, transmit, and display Customer Data in order to provide the Services and any Professional Services to Customer (including the ability to address service and/or technical problems and/or maintain and monitor usage of the Services); and (b) de-identify and aggregate Customer Data with data of other customers or third parties such that it does not reveal the identity of any individual or include personally identifiable information ("Aggregated Data") to perform analytics and reporting for system metrics, benchmarking, product development, and marketing for industry, financial, and other business purposes; and (c) enforce the rights of the Parties under this MSA, as may be applicable. Customer reserves all rights in Customer Data not expressly granted to deepwatch.

4.5 All Customer owned and/or provided products embedded in, supported by, or essential to use of Active Maintenance and/or access to the Services must have active maintenance agreements. Customer is responsible for all maintenance, support, and licensing agreements with third party vendors for all non-deepwatch provided in-scope devices during the Subscription Term. Customer shall also be responsible for the application, operation, maintenance, and support of its systems including all hardware and software and all components thereof including, without limitation, the implementation of appropriate procedures, training, and safeguards and performing routine backup and for keeping backup information in a safe and separate location. deepwatch shall not be required to support altered, damaged, or modified software, or software that is running a non-vendor-supported version (including any firmware).

4.6 Use of Customer Input.

Customer grants deepwatch a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into deepwatch's products and services any suggestion, enhancement request, recommendation, correction, or any other feedback provided by Customer or any User relating to the Services

5. Confidentiality

5.1 Confidential Information; Exceptions.

"Confidential Information" means all non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether verbally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Customer Confidential Information includes Customer Data; deepwatch Confidential Information includes the Services (including all Documentation); and Confidential Information of each Party includes the terms and conditions of any Order Form (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed or made accessible by such Party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without access to or reliance on the Disclosing Party's information.

5.2 Protection.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this MSA or any Order Form; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential

Information of the Disclosing Party to those of its and any of its Affiliate's employees, officers, advisors, contractors, and third parties (collectively, "Representatives") who need access for purposes consistent with this MSA and who have signed confidentiality agreements with the Receiving Party containing protections, or have ethical duties to the Receiving Party, not materially less protective of the Disclosing Party's Confidential Information than those set forth in this MSA. Each Party shall be and remain fully liable and responsible for any of its Representative's unauthorized disclosure, access to, and/or use of the other Party's Confidential Information. Each Party may confidentially disclose the terms of this MSA (including any Order Form) to any actual or potential financing source or acquirer. Notwithstanding the foregoing, deepwatch may disclose the terms of this MSA and any applicable Order Form to a subcontractor to the extent necessary to perform or satisfy deepwatch's obligations to Customer under this MSA and/or any Order Form, under terms of confidentiality materially as protective as set forth in this MSA. deepwatch shall not be liable nor responsible for any breach of this Section 5 ("Confidentiality") resulting from (i) Customer's violation of Section 2.3(e) above and/or to the extent Customer uploads into or processes in the deepwatch security platform or makes accessible to any deepwatch service, personnel, or contractor any Personal Data; or (ii) any hack or intrusion by a third party (except any deepwatch third party subcontractor) into Customer's network or systems unless the hack or intrusion was through endpoints or devices monitored by deepwatch and was caused directly by deepwatch's gross negligence or willful misconduct.

5.3 Misuse of Confidential Information.

Customer acknowledges and agrees that the Services contain proprietary information and trade secrets of deepwatch and its Suppliers. Customer will not use any Confidential Information or know how that it gains through use or study of the Services to facilitate Customer's or any third party's development of any services or products that would compete with the Services provided by deepwatch. Subject to deepwatch's confidentiality obligations, deepwatch reserves the right to develop and market any technology, products, and/or services or pursue business opportunities that compete with and/or are similar to those of Customer.

5.4 Compelled Disclosure; Retention.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by Law to do so, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure and, at the Disclosing Party's cost, reasonable assistance if the Disclosing Party wishes to contest the disclosure or limit the extent of the disclosure through a protective order or other legal measure. If the Receiving Party is compelled by Law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. Notwithstanding anything to the contrary contained herein, (i) the Receiving Party may retain such copies of the Disclosing Party's Confidential Information as are reasonably necessary: (1) to comply with any Laws or regulations applicable to Receiving Party or to comply with the Receiving Party's document retention policies; and/or (2) for the purposes of defending or maintaining litigation; and (ii) in no event shall this MSA require the alteration, modification, deletion, or destruction of back-up tapes, archived data storage, or other media made in the ordinary course of business provided that the terms and conditions of this MSA shall apply to the Receiving Party's retention of any of Disclosing Party's Confidential Information and survive the termination or expiration of this MSA for any reason.

5.5 General Data Protection Regulation.

To the extent applicable to deepwatch and taking into account Customer's obligations under Section 2.3(e) above, deepwatch agrees to comply with General Data Protection Regulation 2016/679 per the internal guidelines located at https://legal.deepwatch.com/gdpr.

6. Representations, Warranties, Exclusive Remedies & Disclaimers

6.1 Warranties.

Each Party represents and warrants that it has the authority to enter into this MSA and, in connection with its performance of this MSA, shall comply with all Laws.

6.2 deepwatch Warranties.

deepwatch also represents and warrants during the applicable Subscription Term: (a) the Services will perform materially in accordance with the applicable Services description related to such Services; and (b) it will use commercially reasonable efforts to prevent the introduction by deepwatch of Malicious Code into Customer's systems (excluding any Malicious Code introduced by Customer or any of its Users to the Services). All deepwatch warranties are solely for the benefit of Customer and for no other entity or third party. deepwatch shall not be responsible for any breach of any the foregoing warranties resulting from Customer's or its User's abuse or misuse of any Service, breach of this MSA or applicable Order Form, or failure to use any Service as described in this MSA, including failure to use any Service in accordance with the applicable Services description and operational requirements.

6.3 Customer Warranties.

Customer also represents and warrants that all information pertaining to scanning Services such as Customer-provided IP addresses and devices functioning at those IP addresses are owned or controlled by Customer and Customer is legally entitled to authorize that scanning Services be performed upon such IP addresses. Should deepwatch's performance of the Services upon such IP addresses result in liability for any party, Customer, at its expense, shall indemnify, hold harmless, and defend deepwatch, its Affiliates, business partners, Suppliers, and any of its and/or their employees, directors, officers, contractors, and/or agents against any and all liability, including reasonable attorney's fees and costs, arising from or related to the performance or provision of scanning Services. To the extent Customer is a Covered Entity as defined under the HIPAA, as amended, Customer shall (i) implement the administrative, physical, and technical safeguards required by 45 C.F.R. 164.314, and (ii) implement appropriate safeguards in accordance with §13401 of HITECH and any regulations or guidance promulgated thereunder to prevent disclosure and/or transmission to deepwatch of (1) any data not specifically required to be provided as set forth in an Order Form, and/or (2) any other data unless deepwatch otherwise agrees in writing to accept, consistent with the standards for privacy and security of individually identifiable health information as set forth at 45 C.F.R. Parts 160 and 164, or to fully encrypt the data to meet requirements in 45 C.F.R. Part 164.312.

6.4 Ultrahazardous Activities.

Customer acknowledges and agrees that the Services and any Third Party Software are not designed, manufactured, or intended for use in any environment in which the failure of the Services and/or Third Party Software could lead to death, personal injury, and/or physical or environmental damage, which uses and environments may include, but are not limited to, the design or operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, direct life support machines, or weapons systems or the on-line control of equipment in any hazardous environment requiring fail-safe performance. Customer represents and warrants that Customer will not install or use the Services and/or any Third Party Software for any such purposes.

6.5 Exclusive Remedies.

As Customer's sole and exclusive remedy and deepwatch's sole and exclusive liability for breach of the warranties set forth in Section 6.2(a) above, (i) deepwatch shall correct the material deficiency of the affected Service at no additional charge to Customer; and (ii) if deepwatch is unable to correct the

material deficiency of the affected Service after its good faith efforts, deepwatch or the Reseller shall, in its discretion, either refund to Customer a pro-rata portion of the amounts of any prepaid Fees attributable to the materially deficient Service from the date deepwatch received such written notice from Customer or extend the Subscription Term then in effect for a period of time equal to the time period that the materially deficient Services were provided by deepwatch. To receive any warranty remedies, Customer must promptly report any Deficiency in writing to deepwatch, but no later than thirty (30) days after the Deficiency has first occurred.

6.6 DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (INCLUDING NON-INFRINGEMENT), AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT FOR THE ACT, ERROR, NEGLIGENCE, OR OMISSION OF A USER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY. DEEPWATCH DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DEEPWATCH SHALL NOT BE RESPONSIBLE FOR ANY LIMITATIONS, DISRUPTIONS, DELAYS, AND/OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND/OR ANY ELECTRONIC COMMUNICATION. Notwithstanding anything herein to the contrary, deepwatch and its Suppliers make no warranties with respect to any portion of any deliverable or any third party software, deliverable, products, and/or services.

7. Indemnifications

7.1 Indemnification by deepwatch.

deepwatch shall, at its expense, defend, indemnify, and hold Customer, its officers, directors, employees, and contractors and Affiliates (collectively, "Customer Indemnitees) harmless from and against any and all third party claims, demands, suits, or proceedings ("Claims") against Customer, and/or any Customer Indemnitee, alleging that the use of the Services (excluding any Customer Third Party Software) in accordance with this MSA and all Order Forms infringes any U.S. patent issued as of the Effective Date, copyright, or trademark of a third party, and shall pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim; provided, however, that Customer: (i) promptly gives written notice of the Claim to deepwatch; (ii) gives deepwatch sole control of the defense and settlement of the Claim (provided that deepwatch may not settle any Claim or enter into any stipulated order or judgment that purports to bind Customer unless it unconditionally releases Customer of all liability); and (iii) provides to deepwatch, at deepwatch's cost, all reasonable assistance requested by deepwatch. deepwatch shall not be required to indemnify Customer in the event of: (1) modification of any Services in any manner by Customer, its employee, agent, contractor, or any User or as a result of any prohibited activity as set forth herein; (2) use of the Services in violation of this MSA, in any unauthorized manner, or in any manner inconsistent with the Documentation; (3) use of any Services in combination with any other product, service, and/or software not provided by deepwatch or approved, and/or specified by deepwatch in writing prior to such combined use; or (4) any infringement or misappropriation of any intellectual property right arising from or related to the access to and/or use of any Customer Third Party Software contained within any of the Services and/or Documentation. If (a) Customer is enjoined from using any Services for any reason; or (b) any of the Services becomes, or deepwatch believes the Services are likely to become, the subject of an infringement Claim, then deepwatch shall have the right, in its sole discretion, to (y) obtain for Customer the right to continue use of the affected Services; or (z) replace or modify the affected Services so that they are no longer infringing. If neither of the foregoing options is reasonably available to or commercially feasible for

deepwatch, then deepwatch and/or the Reseller, in its sole discretion, may terminate the affected Services and deepwatch's as well as the Reseller's sole liability shall be to provide Customer a pro-rata refund of any prepaid Fees attributable to the affected Services that were to be provided after the effective date of termination. THIS SECTION 7.1 SETS FORTH DEEPWATCH'S AS WELL AS ANY SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY DEEPWATCH OR ANY OF ITS AFFILIATES.

7.2 Indemnification by Customer.

Customer shall, at its expense, defend, indemnify, and hold deepwatch, its officers, directors, employees, Suppliers, and contractors (collectively, "deepwatch Indemnitees") harmless from and against any and all Claims against deepwatch, and/or any deepwatch Indemnitee arising from or related to: (i) deepwatch's authorized use of any Customer Data; (ii) any Claim alleging that any Customer Data infringes and/or misappropriates the rights of, or has caused harm to, any third party or violates any Law; (iii) any breach or violation of this MSA's including without limitation Sections 2.3(e), (f), and (g) by Customer, its employee, agent, contractor or any User. Customer shall pay all costs and damages finally awarded against deepwatch by a court of competent jurisdiction as a result of any such Claim; provided, however, that deepwatch: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim or enter into any stipulated order or judgment that purports to bind deepwatch unless it unconditionally releases deepwatch of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance requested by Customer.

8. Damages Exclusions; Limitation of Liability; Mitigation of Damages

8.1 Exclusion of Consequential and Related Damages; Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT (COLLECTIVELY THE "EXEMPTED CLAIMS"); (B) CUSTOMER'S BREACH OF SECTION 2.3(E), SECTION 2.3(F), AND/OR SECTION 4.3 HEREIN; AND (C) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS MSA AND ALL ORDER FORMS, IN NO EVENT SHALL (I) EITHER PARTY OR ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR CONTRACTORS HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, AND/OR FOR ANY LOSS OF ANY BUSINESS, REVENUE, ANTICIPATED SAVINGS AND/OR PROFITS, USE, AND/OR LOSS OR CORRUPTION OF ANY DATA AND/OR COST OF DATA RECONSTRUCTION OR PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS, SERVICES, INVENTORY, OR EQUIPMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS MSA, ANY ORDER FORM, AND/OR THE PROVISION OF ANY SERVICES, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND/OR DAMAGE; AND (II) EITHER PARTY'S ENTIRE AND MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS MSA AND ALL ORDER FORMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE BREACH OR EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE FOR ALL CLAIMS IN ANY MATTER RELATED TO THIS MSA AND ALL ORDER FORMS AND IS NOT ON A PER INCIDENT BASIS. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS MSA INCLUDING, WITHOUT LIMITATION, ALL ORDER FORMS FOR THE EXEMPTED CLAIMS SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS MSA AND THE

APPLICABLE ORDER FORM, FROM WHICH THE CLAIM AROSE, FOR THE DEEPWATCH SERVICES DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

8.2 Commencement of Actions; Mitigation of Damages.

No Party may commence any action under this MSA or any Order Form more than one (1) year after the occurrence of the breach or event giving rise to the claim for damages and/or indemnification. The claiming Party shall promptly use commercially reasonable efforts to mitigate and avoid any damages.

9. Term; Termination

9.1 Term.

The term of this MSA commences on the Effective Date and remains in effect until (i) otherwise terminated or (ii) all Order Forms have expired or been terminated.

9.2 Termination.

Either Party may terminate the Services covered an Order Form or, at the election of the terminating Party, this MSA: (i) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such written notice period; or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In the event this MSA is terminated, this MSA and the Services covered under Order Forms are simultaneously terminated. Notwithstanding any term to the contrary in this MSA, if any amount owed by Customer to deepwatch or the Reseller (except for any disputed Fee subject to a good faith billing dispute submitted in a timely manner to deepwatch or the Reseller in accordance with Section 3.3 above) is not fully-paid when due in accordance with Section 3 herein, Customer shall be in material breach of this MSA and, in addition to its other rights and remedies at law or in equity, deepwatch may terminate this MSA and cease providing any and/or all Services, effective immediately upon delivery of written notice to Customer.

9.3 Effect of Termination.

Upon any termination of this MSA or any Order Form for any reason, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the Services (except as permitted under Section 9.4) and any deepwatch Confidential Information. If Customer terminates this MSA or any Order Form prior to the expiration of the Subscription Term then in effect due to deepwatch's uncured breach, Customer shall be entitled to a pro-rata refund from deepwatch or the Reseller of all pre-paid Fees for the Services paid for by Customer but not provided by deepwatch beyond the effective date of termination. If, prior to the expiration of Subscription Term then in effect for any Order Form, (i) Customer terminates this MSA or any Order Form and such termination is not due to deepwatch's uncured breach; or (ii) deepwatch terminates this MSA or any Order Form due to Customer's uncured breach (collectively, an "Early Termination") and Customer has not already paid in advance the full amount of all Fees due for the entire Subscription Term then in effect under the Order Form(s) being terminated, Customer shall promptly pay to deepwatch or the Reseller an early termination charge equal to all Fees, including all applicable taxes, set forth in each Order Form being terminated which would otherwise be due through the end of the entire Subscription Term then in effect under such Order Form(s) (the "Early Termination Fee"). The Parties agree that the precise damages resulting from an Early Termination are difficult to ascertain and the Early Termination Fee is a reasonable estimate of anticipated actual direct damages and not a penalty. Customer agrees and acknowledges that the Early Termination Fee shall apply even if Customer terminates this MSA and/or any Order Form prior to commencement of Customer's access to or use of the Services. The Early Termination Fee shall be due and payable to deepwatch or the Reseller within ten (10) days of the effective date of termination and an applicable prepaid Fees will be

applied towards the amount of the Early Termination Fee to be paid by Customer.

9.4 Retrieval of Customer Data.

If deepwatch receives a written request from Customer within thirty (30) days after any expiration or termination of this MSA or applicable Order Form, then for a period of up to thirty (30) days after such written request is received, deepwatch will make the Customer Data available to Customer at no additional cost through the Services on a limited basis for the sole purpose of allowing Customer to retrieve such Customer Data. After such thirty (30) day period for retrieval of Customer Data has elapsed, deepwatch will have no obligation to maintain or provide any Customer Data and may thereafter, unless prohibited by Law, delete all Customer Data without further obligation or any liability to Customer or any third party for such deletion. If Customer requires deepwatch's assistance, Customer may purchase Professional Services from deepwatch or the Reseller at such entity's then-current billing rate pursuant to a written Order Form or Statement of Work entered into in accordance with such terms. With respect to each Party's Confidential Information (subject to Section 5.3 and other than Customer Data covered by the terms in this Section 9.4), upon receipt of a written request from the other Party within thirty (30) days after any expiration or termination of this MSA, each Party will promptly return the other Party's Confidential Information or destroy such Confidential Information within such Party's direct possession and provide written confirmation of such destruction; provided, however, that deepwatch will not be obligated to destroy or erase Customer's Confidential Information that may be contained in any archived data storage.

9.5 Transition Services.

In the event that this Agreement or any applicable Order Form is terminated by deepwatch for any reason other than non-payment or material breach of the terms of the by Customer, upon written request by Customer provided within ten (10) business days following notice of termination, deepwatch shall provide transition services for a period of no longer than three (3) months after the relevant Subscription Term at deepwatch's then-current billing rates (the "Transition Services") to assist Customer to transition from deepwatch to such other vendor as Customer believes will be required by Customer to continue its business. As part of the Transition Services, deepwatch shall, following a written request by Customer, provide Customer with documentation and assistance to the extent that such documentation is of a non-confidential nature and generally made available to former clients transitioning to another vendor, and any other relevant technical information that may be reasonably requested by Customer pursuant to the above restrictions. deepwatch and Customer shall provide commercially reasonable cooperation to one another while the Transition Services are being provided and both parties shall endeavor to complete the Transition Services as promptly as possible.

10. General Provisions

10.1 Export and OFAC Compliance.

The Services and other technology made available by deepwatch, and all derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that neither it nor any of its employees is (a) a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order, or other governmental action; or (b) named on any U.S. government denied-party list. Customer shall not permit any Users to access or use any of the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

10.2 Employee Solicitation.

While this MSA is in effect and for one (1) year thereafter, Customer shall not, directly or indirectly, solicit

for employment or engage (whether as an employee, independent contractor, or consultant) any deepwatch employee or subcontractor who was directly involved in providing any of the Services or Professional Services. An employee's or subcontractor's response to a general, non-targeted advertisement for employment shall not be deemed a solicitation for the purposes of this MSA.

10.3 Survival.

The first paragraph of this MSA and Sections 1, 2.1, 2.3(e), 2.3(f), 2.3(g),and 3 through 10 as well as all provisions of this MSA (including each Order Form) relating to disclaimers of warranties, remedies, damages, liability, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any expiration or termination of this MSA for any reason, and shall continue in full force and effect.

10.4 Publicity.

Neither Party may issue any press release regarding this MSA without the other Party's prior written consent. Either Party may include the other Party's name and logo in customer or vendor lists, subject to and in accordance with the other Party's standard guidelines.

10.5 Entire Agreement; Interpretation; Order of Precedence.

This MSA is the entire agreement between Customer and deepwatch regarding Customer's use of Services and supersedes and merges all prior and contemporaneous, agreements (including, without limitation, any confidentiality or non-disclosure agreement entered into between the Parties), understandings, proposals, marketing materials, and representations, whether written or verbal, concerning its subject matter and the Services and there are no representations, understandings, or agreements that are not fully expressed in this MSA. Except as otherwise provided herein, no provision of this MSA (including any Order Form) may be amended, modified, superseded, or terminated, or any term or condition waived, unless the Parties (or, with respect to an Order Form, the Reseller) agree in writing, signed by a duly authorized representative of each Party (or, with respect to an Order Form, the Reseller). The Parties agree that any term or condition stated in any Customer purchase order or any other Customer ordering documentation is inapplicable and void. This MSA (including each Order Form) will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting this MSA or any Order Form in construing or interpreting any of the provisions. Headings contained in this MSA are inserted for convenience of reference only and shall not in any way define or affect the meaning or interpretation of any provision of this MSA. Terms for which meanings are defined in this MSA shall apply equally to the singular and plural forms of the terms defined. Unless otherwise indicated, in this MSA, (a) "including" (i) shall mean "including, without limitation" or words of similar effect; and (ii) when used in one instance to specify the inclusion of a particular term or meaning within another term or meaning shall not operate to exclude such specified term or meaning from the other term or meaning in instances where similar inclusive language does not appear; and (b) "or" connotes any combination of all or any of the items listed. In the event of any conflict or inconsistency between or among the documents, the following order of precedence shall be: (a) the applicable Order Form; (b) this MSA; and (c) the Documentation.

10.6 Assignment.

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably delayed or withheld); provided, however, either Party (or, with respect to an Order Form, the Reseller) may assign this MSA in its entirety (or, with respect to an Order Form, the Reseller) without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that the assignee agrees in writing to be bound by all the terms of this MSA (including this MSA and all Order Forms) and, in the case of an assignment by Customer, all past due Fees (except

for any disputed Fee subject to a good faith billing dispute submitted in a timely manner to the Reseller as described in Section 3.3 above) are paid in full.

10.7 Relationship of the Parties; Third Party Beneficiaries.

The Parties are independent contractors. This MSA does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Customer further acknowledges and agrees that, in order to provide certain types of service(s) to Customer from time to time deepwatch will upon written direction from Customer (email accepted) and on Customer's behalf and in Customer's name, enter into third party contracts and/or accept the terms and conditions of third party supplier EULA(s) and/or subscription agreements. Customer acknowledges and agrees that, upon deepwatch's acceptance of the terms and conditions of any EULA on Customer's behalf for the use of any software or service, the third party licensor and/or service provider will have the right (and will be deemed to have accepted the right) to enforce the EULA against Customer as a third party beneficiary. Nothing else in this MSA, express or implied, is intended to confer on any person or entity any rights or remedies in or by reason of this MSA.

10.8 Force Majeure.

Neither Party shall be liable to the other Party for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party's reasonable control including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, epidemics, pandemics, quarantines, civil commotion, strikes or other labor problems (excluding those involving such Party's employees or contractors), service disruptions involving hardware, software, or power systems not within such Party's possession or beyond its reasonable control, and denial of service attacks. For the avoidance of doubt, a force majeure event does not include economic hardship.

10.9 Waiver.

No failure or delay by either Party in exercising any right or remedy under this MSA will constitute a waiver of that right or any other right. Any waiver of any right or remedy under this MSA must be in writing and signed by a duly authorized representative of each Party. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion. Except as otherwise expressly stated in this MSA, the remedies provided in this MSA are in addition to, and not exclusive of, any other rights and remedies of a Party at law or in equity.

10.10 Governing Law; Venue.

This MSA and any claim, controversy, right, obligation or dispute arising under or related to this MSA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without regard to conflicts of laws principles. The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this MSA. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state courts in Fairfax County, Virginia, USA or the U.S. District Court for the Eastern District of Virginia located in Alexandria, Virginia, USA. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS MSA OR ANY ORDER FORM.

10.11 Notices.

All notices (except for routine business communications, e.g., maintenance windows, scheduling of meetings) shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. All notices to deepwatch shall be addressed to the Chief Financial Officer, with

a copy to the Legal Department, and sent to deepwatch, Inc., 8116 Arlington Blvd., Suite 252, Falls Church, Virginia 22042. Notices to Customer shall be addressed to Customer's signatory and sent to Customer's address provided below.

10.12 Severability.

If any provision of this MSA is held by a court of competent jurisdiction to be unenforceable and/or contrary to Law, the provision will be deemed null and void, and the remaining provisions of this MSA will remain in full force and effect.

10.13 Customer Reference.

Customer agrees to act as a reference by providing a case study that may be shared on the deepwatch website available to the public. deepwatch may also list Customer's name on a client list, which is provided to prospective customers.

10.14 Insurance

(a) For the Term of this Agreement, deepwatch shall at its own cost and expense maintain one or more insurance policies with the following coverage limits during the Subscription Term with at least the following limits:

(i) Workers' Compensation insurance in accordance with statutory and regulatory requirements, with coverage limits of not less than $1,000,000 per occurrence
(ii) Commercial General Liability insurance coverage limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate
(iii) Umbrella Liability insurance coverage limits of not less than $5,000,000 per occurrence , $5,000,000 aggregate
(iv) Errors and Omissions insurance coverage limits of not less than$1,000,000 per occurrence, $2,000,000 aggregate
(v) Cyber Liability insurance coverage limits of not less than $5,000,000

(b) deepwatch shall provide upon request a certificate of insurance evidencing all the insurance coverages provided under this section.

10.15 deepwatch SaaS Products

Access to deepwatch SaaS Products identified in an Order Form may be made available to Customer on an individual or bundled basis. All use of deepwatch SaaS Products will be governed by the applicable SaaS Product Description and SaaS Terms and Conditions as set forth below unless otherwise outlined in the applicable Order Form:

(a) Use of the SaaS Product can only be is accessed through deepwatch MOBILE subject to the deepwatch MOBILE Terms of Use set forth at https://legal.deepwatch.com/deepwatch-inc-mobile These SaaS Terms and Conditions shall supplement the deepwatch MOBILE Terms of Use. The SaaS Terms and Conditions as well as the MOBILE Terms of Use are collectively referred to as the "SaaS Terms". In the event of a conflict between the terms of an Order Form and the SaaS Terms, the SaaS Terms take precedence. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the MOBILE Terms of Use or MSA.
(b) These SaaS Terms and Conditions do not constitute an agreement for the sale or license of any deepwatch SaaS Product, hosted by deepwatch, and made available to Customer pursuant to an Order Form. The SaaS Product is more fully described at https://legal.deepwatch.com/.
(c) deepwatch grants Customer and its Users a limited, revocable, non-exclusive, non-sublicensable, non-transferable, and worldwide (subject to applicable export laws) right to access and use the SaaS

Product via deepwatch MOBILE solely for its internal business operations during the Subscription Term.

(d) No service level agreements are applicable to the SaaS Terms.

(e) deepwatch shall own all right, title and interest in and to the SaaS Product, deepwatch data, Software (as defined below), documentation, services and other deliverables provided under the SaaS Product, including without limitation, all modifications, improvements, upgrades, derivative works and all related feedback and intellectual property rights. Customer agrees to assign to deepwatch all right, title and interest it may have in any of the foregoing to deepwatch.

(f) deepwatch may scan and collect data from Customer (including results, configurations, and gathered artifacts) for deepwatch's reasonable business purposes, including statistical information related to the performance of the SaaS Product for purposes of improving the SaaS Product, product support, license validation and research and development. deepwatch will not use such data in any form that personally identifies the Customer or its Users.

(g) Customer hereby grants to deepwatch a limited, non-exclusive, worldwide, and non-transferable license to copy, store, configure, reconfigure, perform, display and transmit Customer Content (as defined below) solely as necessary to provide the SaaS Product to Customer.

(h) In addition to the use restriction under Section 6 of the deepwatch MOBILE Terms of Use, Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Product, (ii) make the SaaS Product available to any person other than authorized Users, (iii) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary right notice placed on or embedded in any deliverables or other proprietary notices contained in the SaaS Product, (iv) use the SaaS Product or any extensions for any other purpose not expressly authorized in the SaaS Terms; and (v) distribute, provide access to or resell any Services on a standalone basis or allow Customer's customers or contractors to use or receive the benefit of the SaaS Product outside of the Services.

(i) deepwatch represents and warrants that it will provide the SaaS Product in a professional manner consistent with general industry standards and that the SaaS Product will perform substantially in accordance with the applicable services description. All deepwatch warranties are solely for the benefit of Customer and for no other entity or third party. deepwatch shall not be responsible for any breach of any the foregoing warranties resulting from Customer's or its User's abuse or misuse of any SaaS Product, or breach of the terms.

(j) CUSTOMER ACKNOWLEDGES THAT DEEPWATCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT EACH SAAS PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SECTION F ABOVE SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DEEPWATCH (EXPRESS OR IMPLIED) WITH RESPECT TO THE S SAAS PRODUCT. NEITHER DEEPWATCH NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS PRODUCT WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL DEEPWATCH OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR ANY UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S CONTENT OR ANY USER'S DATA, FILES, OR PROGRAMS. EXCEPT AS OTHERWISE SPECIFIED IN THESE THE SAAS TERMS AND CONDITIONS, THE SAAS PRODUCT IS PROVIDED FOR USE AS-IS AND THERE IS NO GUARANTEE THAT DEEPWATCH WILL CORRECT ALL SAAS PRODUCT ERRORS, DEEPWATCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NEITHER DEEPWATCH (NOR ANY LICENSOR OR OTHER SUPPLIER OF DEEPWATCH) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, AND/OR FOR ANY LOSS OF ANY BUSINESS, REVENUE, ANTICIPATED SAVINGS AND/OR PROFITS, USE, AND/OR LOSS OR CORRUPTION OF ANY DATA AND/OR COST OF DATA RECONSTRUCTION OR PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS, SERVICES, INVENTORY, OR

EQUIPMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SAAS PRODUCT OR ANY SERVICES, EVEN IF FORESEEABLE OR DEEPWATCH AND/OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND/OR DAMAGES. DEEPWATCH'S AGGREGATE LIABILITY FOR DAMAGES ARISING UNDER THE SAAS TERM AND/OR RELATED TO ANY SAAS PRODUCT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO DEEPWATCH FOR THE SAAS PRODUCT(S) UNDER THE APPLICABLE ORDER FORM DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FOR DAMAGES AROSE.

(k) Upon termination of the MSA or Order Form or expiration of the Subscription Term, Customer's right to use any SaaS Product shall immediately cease.

(l) "Customer Content" means all non-public data and materials provided by Customer to deepwatch for use in connection with the deepwatch SaaS Product.

(m) "Software" means (i) each SaaS Product provided from deepwatch; (ii) Documentation, if any, as well as any patches, updates, improvements, additions, enhancements and other modifications or revised versions of the SaaS Product, including associated plug-ins that may be provided by deepwatch from time to time; (iii) any command line interfaces, and/or any graphical user interfaces obtained from deepwatch; (iv) the SaaS Product may include code or other intellectual property provided to deepwatch by third parties, including plug-ins that are not owned by deepwatch, (collectively, "Third Party Components"). Any Third Party Component that is not marked as copyrighted by deepwatch is subject to other license terms that may be specified in the applicable documentation and deepwatch customers hereby agree to be bound by such other license terms as specified in the documentation.

(n) deepwatch may, in its sole discretion and at any time, make any changes to the SaaS Terms that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery to customers, (b) the competitive strength of, or market for, deepwatch's products or services, (c) the cost efficiency or performance of the SaaS Product, or (ii) to comply with applicable law, regulation or industry standard. deepwatch reserves the right, with or without notice, to amend or modify SaaS Terms at any time in its sole discretion by posting such amendment or modification on https://legal.deepwatch.com/deepwatch-inc-saas.

10.16 deepwatch Supported Technologies

The overall general list of deepwatch Supported Technologies are located at https://legal.deepwatch.com/supported-technologies

10.17 Bundled Offerings

For Services under an Order Form in which deepwatch provides the underlying Supported Technology through the Third Party Software in performance of Services the following additional terms and conditions apply"

(a) **Splunk Offering** Terms and Conditions:

- Customer will use Splunk software and the deepwatch Services and deliverables solely for its internal security purposes or for the internal security purposes of Customer's Affiliates purchasing the Services hereunder,
- Customer and its designated Users during the Subscription Term are granted a limited, non-transferable, royalty-free and non-exclusive license to access and use the Splunk software assigned by deepwatch. Splunk general terms for use and access are set forth at https://www.splunk.com/en_us/legal/splunk-general-terms.html
- Customer and designated Users will not: (a) reverse-engineer, decompile, disassemble, or otherwise attempt to discover source code, object code or underlying structures, ideas or algorithms; (b) modify, translate or create derivative works; (c) use the offerings or Spunk

extensions for any other purpose not expressly authorized; (d) distribute, provide access to or resell any Services on a standalone basis or allow Customer clients to use or receive the benefit of the offerings outside of the Services; (e) access or use any Service in order to monitor availability, performance, or functionality for competitive purposes; (f) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary rights notices placed on or embedded in any deliverables; (g) attempt to disable or circumvent any license key or other technological mechanisms or measure intended to prevent, limit or control use or copying of, or access to offerings; (h) use, or permit others to use, any part of any Services in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

- User documentation for the Software and other Splunk products and services that Splunk makes generally available can be found at http://docs.splunk.com/Documentation.
- Splunk data security and privacy policy can be found at https://www.splunk.com/en_us/legal/splunk-data-security-and-privacy.html
- EXCEPT AS OTHERWISE SPECIFIED IN THE AGREEMENT, DEEPWATCH ITS AFFILIATES, LICENSORS AND SUPPLIERS PROVIDE THE SPLUNK MATERIALS AS-IS AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- Customer shall defend and hold harmless both deepwatch and Splunk, and its officers, directors, employees, subsidiaries, representatives, affiliate, agents, licensors and suppliers from and against any and all loss, damage, liabilities, costs and expenses finally awarded (or payable in settlement) (including reasonable legal fees), arising from any third party claims based upon: (i) any breach by Customer of the terms and conditions related to the Software; (ii) the use of the Splunk software; (iii) any third party claim that the Services infringes or violates any third party's Intellectual Property Rights (other than such claims for which Splunk is obligated to indemnify deepwatch); or (iv) any Extensions; provided that Customer will provide deepwatch with prompt written notice of any such claim and permit deepwatch (or as may be assigned to Splunk) to control the defense, settlement, adjustment or compromise of any such claim. Section shall survive any expiration or termination of this Order and the Agreement. "Extensions" means any separate downloadable suite, add-on, command, function, or application, including any example module, which extends the Software.

(b) **Cybereason Offering** Terms and Conditions

- Customer will use the Cybereason Software Platform and the deepwatch Services and deliverables solely for its internal security purposes or for the internal security purposes of Customer's Affiliates purchasing the Services hereunder.
- Access and use of the Cybereason's products are pursuant to Cybereason's general terms located at https://www.cybereason.com/license-agreement/
- Pursuant to the terms provided above, (1) Customer and its authorized users are granted a limited, non-transferable, royalty-free and non-exclusive license to access and use the Cybereason product (2) neither Customer nor its authorized users is a Prohibited Person, and (3) Cybereason may directly or remotely communicate with the Software Platforms and the Customer's Machines for reasonable purposes including, (i) verifying Credentials; (ii) issuing reports and alerts such as automated support requests and alert messages; (iii) providing support and maintenance services; (iv) applying policy and configuration changes; and (v) extracting usage information, service performance information, and infection logs. Notwithstanding the foregoing, deepwatch acknowledges and agrees that deepwatch as MSSP regularly checks for alert messages received from Cybereason and as applicable, communicate such alert messages to Customer.
- Customer and its authorized users will not: (1) reverse-engineer, decompile, disassemble, or

otherwise attempt to discover source code, object code or underlying structures, ideas or algorithms; (2) modify, translate or create derivative works; (3) use the offerings or Cybereason Sensors for any other purpose not expressly authorized; (4) distribute, provide access to or resell any Services on a standalone basis or allow Customer clients to use or receive the benefit of the offerings outside of the Services; (5) access or use any Service in order to monitor availability, performance, or functionality for competitive purposes; (6) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary rights notices placed on or embedded in any deliverables; (7) attempt to disable or circumvent any license key or other technological mechanisms or measure intended to prevent, limit or control use or copying of, or access to offerings; (8) directly or indirectly acquire, export, re-export, divert, ship or transfer Cybereasons's Software Platform or any related intellectual property or direct product thereof to or for the benefit of any Prohibited Person, or (9) directly or indirectly disclose any data derived from Cybereason's Software Platform or any related intellectual property or direct product thereof to or for the benefit of any Prohibited Person when such disclosure is restricted or prohibited by Export Controls and Economic Sanctions Laws; (10) that the Software Platform will be not used for nuclear activities, chemical/biological weapons, or missile projects; or (11) use, or permit others to use, any part of any Services in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

- Cybereason security and certifications information are available at https://www.cybereason.com/security
- EXCEPT AS OTHERWISE SPECIFIED IN THE AGREEMENT, DEEPWATCH ITS AFFILIATES, LICENSORS AND SUPPLIERS PROVIDE THE CYBEREASON MATERIALS AS-IS AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- Customer shall defend and hold harmless both deepwatch and Cybereason, and its officers, directors, employees, subsidiaries, representatives, affiliate, agents, licensors and suppliers from and against any and all loss, damage, liabilities, costs and expenses finally awarded (or payable in settlement) (including reasonable legal fees), arising from any third party claims based upon: (1) any breach by Customer of the terms and conditions related to the offering; (2) the use of the Cybereason products; (3) any third party claim that the Services infringes or violates any third party's Intellectual Property Rights (other than such claims for which Cybereason is obligated to indemnify deepwatch); or (4) any Extensions; provided that Customer will provide deepwatch with prompt written notice of any such claim and permit deepwatch (or as may be assigned to Cybereason) to control the defense, settlement, adjustment or compromise of any such claim. Section shall survive any expiration or termination of this Order and the Agreement. "Extensions" means any separate downloadable suite, add-on, command, function, or application, including any example module, which extends the Software.
- In order to complete Cybereason cloud setup, Customer will be required to execute an authorization form providing deepwatch access to Customers instance and complete Cybereason onboarding questionnaire which includes providing a list of all authorized users (including deepwatch) who shall be provided permitted access to the Cybereason Software Platform. Upon return of the completed questionnaire and in conjunction with receipt of the Customer purchase order Cybereason cloud setup will commence.

(c) **Kenna Offering** Terms and Conditions

- Customer will use the Kenna Security Vulnerability Threat Management Platform ("Platform") and the deepwatch Services and deliverables solely for its internal security purposes or for the internal security purposes of Customer's Affiliates purchasing the Services hereunder,
- Access and use of the Platform are pursuant to Kenna Security's general terms located at https://www.kennasecurity.com/eua
- Pursuant to the terms provided above, (1) Customer and its authorized users are granted a

limited, non-transferable, royalty-free and non-exclusive license to access and use the Platform

- Customer and its authorized users will not: (1) reverse-engineer, decompile, disassemble, or otherwise attempt to discover source code, object code or underlying structures, ideas or algorithms; (2) modify, translate or create derivative works; (3) use the offerings or Kenna Security sensors for any other purpose not expressly authorized; (4) distribute, provide access to or resell any Services on a standalone basis or allow Customer clients to use or receive the benefit of the offerings outside of the Services; (5) access or use any Service in order to monitor availability, performance, or functionality for competitive purposes; (6) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary rights notices placed on or embedded in any deliverables; (7) attempt to disable or circumvent any license key or other technological mechanisms or measure intended to prevent, limit or control use or copying of, or access to offerings; (8) use, or permit others to use, any part of any Services in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).
- Kenna Security's privacy policy is available at https://www.kennasecurity.com/privacy/
- Kenna Security's security information is available at https://www.kennasecurity.com/security
- EXCEPT AS OTHERWISE SPECIFIED IN THE AGREEMENT, DEEPWATCH ITS AFFILIATES, LICENSORS AND SUPPLIERS PROVIDE THE KENNA SECURITY MATERIALS AS-IS AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- Customer shall defend and hold harmless both deepwatch and Kenna Security, and its officers, directors, employees, subsidiaries, representatives, affiliate, agents, licensors and suppliers from and against any and all loss, damage, liabilities, costs and expenses finally awarded (or payable in settlement) (including reasonable legal fees), arising from any third party claims based upon: (1) any breach by Customer of the terms and conditions related to the offering; (2) the use of the Platform; (3) any third party claim that the Services infringes or violates any third party's Intellectual Property Rights (other than such claims for which Kenna Security is obligated to indemnify deepwatch); or (4) any Extensions; provided that Customer will provide deepwatch with prompt written notice of any such claim and permit deepwatch (or as may be assigned to Kenna Security) to control the defense, settlement, adjustment or compromise of any such claim. Section shall survive any expiration or termination of this Order and the Agreement. "Extensions" means any separate downloadable suite, add-on, command, function, or application, including any example module, which extends the Software.