

CyberServal Product General Contract For AWS Market Place

- [Data Detection and Response] Service Agreement (hereinafter referred to as "this Agreement") is concluded between you (also referred to as "User") and CyberServal Co., Limited (hereinafter referred to as "Cyberserval") when you subscribe to or use the [Data Detection and Response] (hereinafter referred to as the "Product", which may include software, resources, and services as applicable) on AWS Cloud platform (or "the Platform").

- If the terms of the products subscribed to or used by the User are not fully covered in this Agreement, the content described on the Platform's subscription interface, product details page, or order page shall apply. If the User requires Cyberserval services beyond the agreed-upon scope, both parties must sign a separate service agreement. If the User breaches this provision, Cyberserval has the right to immediately suspend all services after notifying the User and bears no liability.

- **1.[Data Detection and Response] on AWS.** [Data Detection and Response] on AWS Cloud platform is an[integrates and enhances various tools to provide superior data security against internal vulnerabilities and widespread disclosure across the entire business ecosystem, outperforming standalone solutions.].

- **2.Authorization License and Use Rights.** On the premise of complying with the terms and conditions of this Agreement and paying all fees as required, and within the scope allowed by the product service functions and corresponding, the user will obtain a license to use the [Data Detection and Response] on AWS Cloud platform or on the user's devices. This license is a non-exclusive, limited, non-transferable, revocable, changeable, and time-limited license. After the user's corresponding use rights are successfully opened, the user is only entitled to use the corresponding open resources on [Data Detection and Response] on AWS Cloud platform according to the agreement of this Agreement. The user shall obtain or use the required resources through the official channels certified by Cyberserval (which may include downloading on the AWS Cloud platform platform using their own account, being sent by the technical support personnel certified by Cyberserval through the official email, etc. If Cyberserval is responsible for product delivery under the order, then after receiving the payment as specified in the order, Cyberserval shall deliver the products to the designated email address within ten (10) business days by a method agreed upon by both parties.). Cyberserval shall not be responsible for any resources or services obtained by the user from any third party without the authorization of Cyberserval.

- **3.Use Principles.** The user promises that the use of the services under this Agreement shall fully comply with the applicable laws and regulations as well as the terms of this Agreement including additional terms, including but not limited to all applicable export control regulations and data privacy protection regulations, etc., and User shall use the product completely and effectively according to the product or service specification, and shall not use this service or apply the results

developed using this service to any scenarios that violate applicable regulations. The user should ensure that the final use of [Data Detection and Response] is for civil use and guarantee that the user will not directly or indirectly use the platform and the developed content for nuclear, biochemical weapons, missiles, large-scale killing weapons, terrorism and other military uses.

- **4.Fee Payment.** The user shall pay all fees to the cloud market operator according to the Agreement or the requirements of the platform before using the corresponding services. Failure to complete the corresponding payment will result in the user being unable to continue using the corresponding services.

- **5.Acceptance.** If the user does not raise a written objection within seven (7) business days after the delivery of the product, the product and services shall be deemed accepted by the user.

- **6. Data Compliance.** The user promises that a data and privacy security compliance system has been established, applicable national and regional data privacy regulations are observed, and the user is responsible for any violations of data privacy regulations.

- **7.Confidentiality.** Each party shall protect the confidential information obtained during the performance of this Agreement and shall not disclose it to any third party without the prior written consent of the other party, except as otherwise required by law. This obligation shall survive for five (5) years after the expiration or termination of this Agreement.

- **8.Intellectual Property Rights.** All intellectual property rights related to the software, including source code, object code, documentation, preloaded data, and promotional materials, shall remain solely owned by Cyberserval. The user is granted only a limited right to use the product within the licensed term and scope, and shall not transfer, lease, sublicense, modify, reverse engineer, decompile, or otherwise infringe Cyberserval's intellectual property rights.

- **9.No Guarantee.** The product provided by Cyberserval meet the reasonable standards of the industry. The user shall provide a stable and secure system and network environment necessary for the operation of the product. If the flaws that may exist in the product are unavoidable due to the technical level of the industry at that time, Cyberserval shall not be responsible. All information and related product obtained by the user through the Cyberserval are provided on an "as is" and "as available" basis. Cyberserval does not provide any express or implied guarantee or endorsement. To the maximum extent permitted by applicable law, Cyberserval does not admit any express or implied guarantee, condition, or other agreement regarding the following aspects, nor does it make any guarantee, commitment, statement, or guarantee: 1) The integrity, accuracy, reliability, or timeliness of any content obtained according to this service or via this service; 2) Whether there are defects, errors, viruses, holes, or other harmful elements in this service or the server carrying this service; 3) Whether the defects in service operation or function will be corrected; 4) The guarantee related to a specific function of this service, or whether the information obtained when using or accessing this service is reliable, high-quality, or accurate; 5) Whether this service is safe and error-free; and 6) Whether this service is reliable, high-quality,

accuracy, available, or able to meet the user's needs, able to produce a specific result or achieve a specific result or outcome. The user agrees that Cyberserval shall not be responsible for any loss or damage caused by relying on, using, or interpreting this service in whole or in part, or by the information obtained when the user (or any other person) accesses and/or uses this service, or by the results created by the user using this service. The user should bear all relevant responsibilities and consequences for the use of the services under this Agreement and the development results produced using these services.

- **10. Termination Situations.** The user acknowledges and agrees that Cyberserval may, in accordance with applicable laws, suspend, terminate, or limit the provision of technical support, updates, licensing, or other related services under this Agreement at any time, without incurring any liability to the user or any third party. However, if any of the following situations occur, Cyberserval shall have the right to immediately revoke the user's license to use the software, require the user to cease all use of the software, and delete all copies of the source code and any related materials without prior notice: 1) the user violates, or Cyberserval has reason to believe that the user is about to violate, this Agreement, including any additional terms, policies, or guidelines incorporated herein; 2) the user, or any person acting on behalf of the user, engages in fraud or illegal activities, or provides false or misleading information to Cyberserval; 3) Cyberserval responds to the requirements of law enforcement departments or government agencies pursuant to valid legal procedures; 4) Due to unpredictable technical, security, business, or other similar reasons. The user acknowledges and agrees that no compensation, reimbursement, or damages shall be payable by Cyberserval as a result of any such actions.

- **11. Consulting Service.** During the authorized period, Cyberserval shall provide end users who have purchased Cyberserval products with free maintenance and support services on a 5×8-hour basis (Monday to Friday, statutory working days, Beijing Time, GMT+8). The maintenance and support services include:

1) Remote Support Services:

Cyberserval may provide remote support services to users who encounter relevant questions during the use of Cyberserval services. Such services are limited to answering user inquiries, providing general technical advice or guidance, resolving product application usage issues, applying patches and upgrades, remotely troubleshooting product failures, and handling user complaints. Consulting and remote support services do not include on-site support, software installation, specific system configuration, customization, or other hands-on technical assistance. Users are solely responsible for implementing any advice or recommendations provided by Cyberserval.

2) Vulnerability Remediation Services:

Cyberserval shall provide services to remediate any security vulnerabilities identified in the products covered under this Agreement, including the provision of necessary patches or updates.

3) Maintenance Documentation Services:

Cyberserval shall provide maintenance-related documentation, including but not limited to product or project implementation plans, user manuals, and other relevant user guidance materials.

- **12.Data Custody.** The user shall back up important information generated during the use of the Cyberserval platform in a timely manner.

- **13.Compensation.** Each party shall be liable to compensate the other party for actual losses caused by its breach of this Agreement. Notwithstanding the foregoing, Cyberserval's total aggregate liability to the user, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of fees actually paid by the user to Cyberserval for the relevant services. The user acknowledges and agrees that Cyberserval shall not be liable for any loss of data, loss of profits, loss of business, loss of goodwill, business interruption, or any indirect, incidental, consequential, special, exemplary, or punitive damages, even if Cyberserval has been advised of the possibility of such damages.

- **14.Force Majeure.** Force majeure refers to any event that is uncontrollable, unforeseeable, and insurmountable by either party, including but not limited to: natural disasters: earthquakes, floods, fires, etc.; war or quasi-war status, terrorist activities, martial law, riots, large-scale outbreaks of epidemic diseases; government actions, new laws and orders, etc. During the performance of this Agreement, if due to force majeure, the performance of this Agreement cannot be carried out normally or is difficult to continue, both parties should discuss emergency measures in a timely manner. After reaching a written agreement through negotiation between the two parties, this Agreement can be terminated or the performance can be delayed. Given the special nature of the Internet, force majeure under this Agreement also includes, but is not limited to, the following situations that affect the normal operation of the Internet: a) Hacker attacks; b) Significant impacts caused by technical adjustments of telecommunications departments; c) Temporary closures caused by government regulations; d) Virus invasions; e) Network failures, bandwidth, domain name resolution failures; f) Service delays and service obstacles of network equipment or technical providers; g) Any other similar or possible to produce similar consequences events.

- **15.Dispute Resolution. Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be the laws of the People's Republic of China.**

- **16.Others.** This Agreement takes effect when the user checks and confirms. Unless the termination situations agreed in this Agreement occur, this Agreement will remain valid during the user's use of Cyberserval products.