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SUBSCRIPTION TERMS & CONDITIONS

These Subscription Terms & Conditions (the “**STC**”) are entered into by and between Intel 471 Inc. (“**Intel 471**”) and any company or other person (“**Subscriber**”) that has executed a Subscription Order Form incorporating the STC by reference. The Subscription Order Form, its Annexes, Exhibits and Schedules (where applicable) and the STC constitute one agreement (the “**Agreement**”). Intel 471 and Subscriber may each be referred to as a “**Party**” or together as the “**Parties**.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 - License Grant:

Subject to the terms and conditions of this Agreement, Intel 471 grants Subscriber a worldwide, non-exclusive, irrevocable, non-transferable, non-sublicensable license to access and use the deliverables set forth in the Subscription Order Form (“**Deliverables**”), and the corresponding platform, API or other products or services of Intel 471 (collectively, together with the Deliverables, the “**Subscription Services**”), for Subscriber’s and Subscriber’s Subsidiaries’ internal use solely for the purposes identified under the “*License(s) Included*” section of the Subscription Order Form. Any reference to “**Subscription Services**” in this Agreement shall be deemed a reference to any individual component or combination of components of the Subscription Services. As consideration for the Subscription Services, Subscriber shall pay Intel 471 the fees stated on the Subscription Order Form in accordance with its terms. “**Subsidiary**” means, as to Subscriber, any person that is controlled by Subscriber, where “control” shall mean (i) the power to direct the overall management and day-to-day operations of such person whether through contract or otherwise; or (ii) ownership of more than fifty percent (50%) of the voting equity interests of such person.

2 - License Restrictions:

2.1 Except as explicitly permitted under this Agreement, Subscriber shall not (a) make the Subscription Services or Documentation (defined below) available to, or use the Subscription Services or Documentation for the benefit of, anyone other than the Subscriber or Authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Subscription Services, or include it in a service bureau or outsourcing offering, (c) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Services to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Subscription Services or any data contained therein, (f) attempt to gain unauthorized access to the Subscription Services or its related systems or networks, (g) permit direct or indirect access to or use of the Subscription Services in a way that circumvents a contractual usage limit (if any), if any, (h) copy the Subscription Services or Documentation or any part, feature, function or user interface or design thereof, (i) frame or mirror any part of the Subscription Services, other than framing on the intranets of Subscriber or Authorized User’s employer or otherwise for the Subscriber



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or Authorized User's own personal use, (k) access the Subscription Services or Documentation for the purpose of monitoring availability or functionality, benchmarking, or otherwise assist with the creation and/or evaluation of any competitive service to the Subscription Services, or (l) reverse engineer the Subscription Services (other than to the extent such is permitted by law). **"Documentation"** means all specifications, user manuals or other materials provided by Intel 471 governing or related to Subscriber's use of the Subscription Services. Subscriber shall not introduce or insert into the Subscription Services any virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, spyware or other software, code or program that is likely or intended to affect the performance of, or which may be used to deny or facilitate unauthorized access to, the Subscription Services' software, hardware, network, services, systems or data (**"Malware"**). Subscriber shall immediately notify Intel 471 if it becomes aware of any Malware. Subscriber acknowledges that the Subscription Services include software that may be subject to export, import, or use controls by governmental authorities. Subscriber agrees not to export, import, use, transfer or re-export such software except in compliance with the laws and regulations of governmental authorities in jurisdictions from which the Subscription Services are being exported or to which the Subscription Services are being imported.

2.2 Subscriber will (a) be responsible for its, its Subsidiaries' and the Authorized Users' (defined below) compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of the data Subscriber or any Authorized User inputs to the Subscription Services by or on their behalf and the means by which such person acquired such data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and notify Intel 471 promptly of any such unauthorized access or use, and (d) use the Subscription Services, Documentation and Intelligence only in accordance with this Agreement and applicable laws and government regulations.

3 - Access & Security:

3.1 Intel 471 will provide credentials to employees or contractors of Subscriber or Subscriber's Subsidiaries whose primary job responsibilities include protecting cyber or information security solely acting for Subscriber who have contractually agreed to a duty of confidentiality regarding use of Subscriber confidential information that reasonably can be construed to include the Subscription Services (**"Authorized Users"**) in accordance with the terms of the Subscription Order Form. Each set of credentials is personal to a single Authorized User (who may not disclose their credentials to another person) and must be tied to a business email account owned and administered by Subscriber.

3.2 Subscriber shall be solely liable for the acts and omissions of its Subsidiaries and the Authorized Users, and any such acts and omissions that would constitute a breach if committed by Subscriber shall be deemed to be those of Subscriber under this Agreement.



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4 - Intelligence Sharing:

4.1 Except as explicitly permitted under this Agreement, Subscriber may not disclose Intelligence (defined below) to any third party other than its Subsidiaries without Intel 471's prior written consent, including by email forwarding or by posting on a publicly accessible website. "**Intelligence**" means all information or content accessible to Subscriber, its Subsidiaries and the Authorized Users through the Subscription Services (including the Documentation). Additionally, Subscriber shall not, nor permit its Subsidiaries, the Authorized Users or any other person, to make Intelligence available to any person (including internal teams, specific employees and foreign affiliates or branch offices) placed under any form of sanctions (i) implemented pursuant to the Sanctions and Anti-Money Laundering Act 2018 (UK); (ii) administered by the U.S. Department of the Treasury (Office of Foreign Assets Control); or (iii) implemented by the Directorate-General for Financial Stability, Financial Services and Capital Markets Union (EU). This Section 4.1 shall survive the termination of this Agreement for a period of five (5) years, except that in relation to trade secrets of Intel 471 contained in the Intelligence such survival period with respect to each such trade secret shall be the lesser of (i) perpetuity, and (ii) the date upon which such trade secret enters the public domain or is otherwise publicly available.

4.2 Victim notifications that are requested through the "*Responsible Disclosure Support*" functionality of the Subscription Services (when included as part of the Subscription Services) will (i) only be provided to current customers of Subscriber and its Subsidiaries; (ii) contain the minimum Intelligence necessary for remediation purposes; (iii) identify Intel 471 as the source of Intelligence; and (iv) be stored together in a secure record which shall be delivered to Intel 471 upon request. Subscriber acknowledges that Intel 471 may be unable to approve victim notifications when doing so would jeopardize its operators, sources or methods, or interfere with ongoing law enforcement actions or investigations. Accordingly, victim notifications of any kind using Intelligence may not be disclosed to third parties other than Subscriber's own representatives without Intel 471's prior written approval, which may be withheld in Intel 471's sole and absolute discretion.

5 - Intellectual Property:

5.1 Subscriber acknowledges and agrees that Intel 471 owns all right, title and interest in and to the Subscription Services, Documentation and Intelligence, including all source code, object code, protocols, processes, operating instructions, websites, interfaces and research methods developed for or relating to the Subscription Services, together with all (i) modifications, enhancements, revisions and changes thereto; (ii) copies, translations, compilations and derivative works thereof; and (iii) all Intellectual Property Rights (defined below) therein. "**Intellectual Property Rights**" means all present and future intellectual property rights which exist or may be created under the laws of any jurisdiction in the world, including, but not limited to, copyrights, trademarks, trade names, patents, trade secrets (which include source code and algorithms relating to computer software), industrial property rights, works of authorship and business methods, as well as rights in or relating to



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registrations, renewals, extensions, combinations, divisions, and reissuances of, and applications for, any of the foregoing. Nothing in this Agreement shall effect a transfer of ownership of any component or all of the Subscription Services, Intelligence or Intel 471's Intellectual Property Rights, and all rights not granted to Subscriber in this Agreement are exclusively reserved to Intel 471.

5.2 Subscriber and its Authorized Users may provide Intel 471 with opinions, suggestions or other information in response to their use of the Subscription Services, including ideas related to content presentation or potential changes to technical features ("**Feedback**"). Intel 471 may also collect anonymized usage data, such as execution times or error frequency ("**Analytics**"). Subscriber hereby irrevocably assigns to Intel 471 all right, title and interest in all Feedback and Analytics that may vest by operation of law or otherwise in Subscriber, and all such Feedback and Analytics are and shall be owned solely by Intel 471.

5.3 If Intel 471 believes that the Subscription Services may be subject to a claim of infringement or misappropriation of third-party rights, Intel 471 may, for the remainder of the Term, (i) obtain the right for Subscriber to continue using the Subscription Services; (ii) replace any components of the Subscription Services believed to be infringing, or (iii) modify the Subscription Services to be non-infringing, in each case while preserving the functionality of the Subscription Services to Subscriber's reasonable satisfaction. If none of the foregoing actions are commercially reasonable, or if a change in law, rules, regulations or related enforcement guidelines prevent delivery of the Subscription Services, Intel 471 may terminate this Agreement upon notice to Subscriber. In the event of termination in accordance with this Section 5.3, Intel 471 will refund any prepaid fees hereunder on a pro-rata basis, based on time remaining in the Term as of the date of termination.

6 - Confidentiality:

6.1 "**Confidential Information**" of a Party means any information disclosed by such Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") during the Term that is marked as confidential or that the Receiving Party should reasonably understand is proprietary or confidential to the Disclosing Party. Confidential Information of a Disclosing Party does not include information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was available to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a third party that owes no contractual or fiduciary obligations of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party. Notwithstanding any other provision of this Agreement to the contrary, Subscriber understands and agrees that cybersecurity-related information of any kind sourced by Intel 471 and provided to its customers or to other entities does not constitute Confidential Information of Subscriber.

6.2 During the Term and for five (5) years afterward (except with relation to trade secrets for which such survival period with respect to each such trade secret shall be the lesser of (i) perpetuity, and (ii) the date upon which such trade secret enters the public domain or is



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otherwise publicly available), neither Party shall disclose the other Party's Confidential Information to a third party without the other Party's prior written consent and shall only share same with need-to-know personnel who have undertaken confidentiality obligations no less strict than those set forth in this Agreement. If a Receiving Party is required by applicable law to disclose the Disclosing Party's Confidential Information, the Receiving Party may do so to the minimum extent required by law; provided, that it gives the Disclosing Party prior written notice to enable the Disclosing Party to seek a protective order or otherwise prevent the disclosure. In the event of a breach of this Section 6.2, the Parties agree that their respective remedies at law are inadequate, and each Party consents to equitable enforcement of its confidentiality obligations without the other Party being required to show irreparable harm.

7 - Limitation of Liability; Waiver of Jury Trial Waiver of Class Action Type Relief:

LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT, REPUTATION OR GOODWILL WITH RESPECT TO CLAIMS ASSERTED ON THE BASIS OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ("**CLAIMS**"), REGARDLESS OF WHETHER A PARTY WAS ADVISED OF OR HAD REASON TO KNOW OF OR ACTUALLY KNEW OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION IN INDEMNITY OBLIGATIONS, NEITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO A CLAIM, REGARDLESS OF THE CAUSE OF ACTION, SHALL EXCEED THE AMOUNTS PAID AND PAYABLE TO INTEL 471 BY SUBSCRIBER IN CONNECTION WITH THE SUBSCRIPTION SERVICES DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE THAT A CLAIM ARISES. THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NONE OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7 SHALL APPLY TO SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN OR TO CLAIMS ARISING OUT OF BREACHES OF SECTIONS 2, 3, 4, 5.1, OR 6.

WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

WAIVER OF CLASS ACTION TYPE RELIEF. ALL CLAIMS BROUGHT BY SUBSCRIBER OR AN AUTHORIZED USER MUST BE BROUGHT IN THE SUBSCRIBER'S OR AUTHORIZED USER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR PLAINTIFF IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND,



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UNLESS INTEL 471 AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE SUBSCRIBER'S OR AUTHORIZED USER'S CLAIMS.

8 - Indemnification:

8.1 Intel 471 shall defend, indemnify and hold harmless Subscriber and its directors, officers, employees, successors and assigns from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees ("**Losses**") arising out of third-party claims, actions or proceedings ("**Actions**") to the extent based on an allegation that the Subscription Services infringe or misappropriate such third party's intellectual property rights; provided, that the foregoing obligations shall not apply with respect to any (i) Claims or Losses arising from Subscriber's breach of this Agreement or (ii) Claims or Losses for which Subscriber provides indemnification in this Section 8 below.

8.2 Subscriber shall defend, indemnify and hold harmless Intel 471 and its directors, officers, employees, successors and assigns from and against all Claims or Losses arising out of or relating to Subscriber's breach of this Agreement, Subscriber's combination of the Subscriber Services with any other product or services, Subscriber's use of the Subscriber Services other than in strict compliance with this Agreement or related instructions including the Documentation and Intelligence, or Subscriber's violation of law, or fraud or willful misconduct.

8.3 Either Party, as an indemnified Party, may participate in the resolution of an Action using its own counsel and at its own expense. Neither Party, acting as indemnifying Party, may settle any Action in a manner that admits fault on behalf of the indemnified Party.

9 - Disclaimer of Warranties:

WITHOUT PREJUDICE TO ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND INTEL 471 MAKES NO WARRANTY WITH RESPECT TO THE SUBSCRIPTION SERVICES OR IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TIMELINESS, ERROR-FREE OPERATION AND ANY WARRANTIES ARISING FROM A USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. TO THE EXTENT THAT INTEL 471 MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED BY LAW.

10 - Term and Termination:

10.1 Unless terminated earlier in accordance with its terms, this Agreement shall remain effective from the Effective Date for the duration of the Term.



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10.2 Either Party may terminate this Agreement in the event that (i) a material breach of this Agreement by the other Party remains uncured for thirty (30) days; (ii) the other Party files a voluntary petition in bankruptcy; (iii) any uncontested pleading seeking reorganization, liquidation or dissolution is filed against the other Party; (iv) an order for relief is entered against the other Party; (v) a receiver is appointed for a substantial part of the assets of the other Party; (vi) an assignment for the benefit of creditors or similar disposition of assets of the other Party is made; or (vii) the other Party ceases to conduct business operations. In addition, Intel 471 may temporarily suspend the Subscription Services or terminate this Agreement upon written notice to Subscriber (i) under the terms of Section 5.3 herein, (ii) in the event of a breach of Sections 2, 3, 4 or 5.1 or (iii) if Subscriber fails to make a timely payment required under the applicable Subscription Order Form or otherwise required under this Agreement.

10.3 Upon termination: (i) Subscriber shall pay any fees owed to Intel 471 as of the date of termination; provided that no refund shall be issued in respect of any prepaid fees other than as expressly set forth in Section 5.3; (ii), all rights granted to Subscriber under this Agreement shall cease to be effective; and (iii) each Party shall, upon the other Party's written request, promptly return or destroy all materials containing the other Party's Confidential Information. Nothing herein shall require a Receiving Party to delete a Disclosing Party's Confidential Information from backup storage; provided, that any such retained Confidential Information remains subject to the protections of Section 6.2 hereof. Sections 3, 4, 5, 6, 7, 8, 9, this 10.3 and 11 shall survive termination of this Agreement for the period stated therein or if no period stated therein, for five (5) years. Termination of this Agreement in accordance with its terms will not extinguish any rights, obligations or remedies that either Party has accrued prior to such termination.

11 - General:

11.1 Notices shall be deemed properly given and effective upon actual receipt when delivered (i) by email to a financial or legal representative of a Party; or (ii) by registered or certified mail with postage prepaid and return receipt or by an internationally recognized private courier service to the main business address of the receiving Party.

11.2 Each Party is an independent contractor of the other Party and nothing in this Agreement shall be construed to create a partnership, agency, joint venture or employment relationship between the Parties.

11.3 Subscriber may not assign its rights or obligations under this Agreement, voluntarily or by operation of law, without the prior written consent of Intel 471. Any assignment or transfer made in violation hereof shall be deemed null and void *ab initio*. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.



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11.4 Except for failures by Subscriber to timely remit payment as required under the applicable Subscription Order Form or otherwise under this Agreement, neither Party will have breached this Agreement based on nonperformance resulting from causes beyond such Party's reasonable control.

11.5 This Agreement shall be governed by and interpreted in accordance with the substantive and procedural laws of Delaware, other than its conflict of laws principles. Any proceeding brought in connection with this Agreement or the related Subscription Services shall be brought in state or federal courts located in New Castle County, Delaware, and the Parties irrevocably submit to the exclusive jurisdiction of and waive all jurisdictional, venue and inconvenient forum objections to such courts.

11.6 No amendment or modification to, or waiver of, any provision of this Agreement shall be effective unless set forth in writing and signed by authorized representatives of both Parties. Failure of one Party to require performance of the other Party on one occasion shall not affect the right to require performance later and a waiver of any provision of this Agreement once shall not constitute a waiver of any future obligation.

11.7 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such provision shall be replaced with an enforceable provision that effects the Parties' intent as closely as possible.

11.8 This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements relating to the same. Neither Party has relied on any representation or commitment not included in this Agreement as an inducement for entering into this Agreement. The terms of this Agreement shall control in the event of any conflict with any terms of any other agreement among the Parties or between a Party, on the one hand, and a third party, on the other hand.

11.9 This Agreement may be executed in one or more counterparts, each of which is deemed an original, and all of which together constitute one Agreement. Each Party consents to the use of electronic signatures and the exchange of counterparts in digital form.

11.10 Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, to discharge its obligations hereunder, and that the person executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement.

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