ORCA SECURITY SAAS LICENSE AGREEMENT

This agreement (the "**Agreement**") is entered into on the date of acceptance of the Order Form (as defined below) (the "**Effective Date**"), by and between Orca Security Inc., a company incorporated under the laws of Delaware having its principal place of business at 1455 NW Irving St., Suite 390 Portland, OR 97209 (the "**Company**") and the entity accepting the Order Form (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). Customer may use the software as a service platform, known as "Orca Cloud Security Platform" ("**Platform**"), subject to the terms below:

1. **License.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable and revocable license to remotely access and use (*i.e.*, on a SaaS basis) the Platform as well as any documentation ("**Documentation**") provided in connection with the Platform, in each case, solely for Customer's internal operations and solely during the Term. Customer may only access and use the Platform in accordance with the Documentation and subject to the use limitations indicated in the order form or purchase order: (a) signed by the Parties; or (b) approved by Company and provided by Company's authorized partner ("**Order Form**") and applicable laws.

2. **Services.** In addition to the abovementioned licenses, Company may provide services, as detailed in the Order Form (collectively with the Platform, the "**Services**"). Support and maintenance services are provided according to the Service Level Agreement attached hereto as Exhibit A ("**SLA**").

3. **Payment.** The Services are conditioned on Customer's timely payment in full of the applicable fees set forth in the Order Form. To the extent Customer purchases a subscription directly from Company, unless otherwise specified in the Order Form: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars currency; and (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. If Customer is exempt from taxes, Customer will provide Company with a copy of its tax exemption certificate authorized and honored by the applicable taxing authority. During the Term, If Customer's Average Workload Count (as defined in the Order Form "**AWQ**") in any given month exceeds the AWQ under Customer's subscription, Company shall perform a true-up (if applicable, via Company's authorized partner) and invoice Customer for the excess Workloads, at a price per Workload according to the Order Form.

4. **Customer Account**. The Platform may only be used through a customer account (the "**Account**"). Such Account may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Platform (each, a "**Permitted User**") and solely for Customer's internal operations. Customer will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement; and will be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account or the Platform must be immediately reported to the Company.

5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Platform (including by incorporation into its products or services), or use any of the intellectual property related to the Platform to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the Platform; (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Platform to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (v) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vi) remove or alter any trademarks or other proprietary notices related to the Platform; (vii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (viii) export, make available or use the Platform in any manner prohibited by applicable laws (including without limitation export control laws); and/or (ix) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programing, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Platform.

6. **Customer Data and Usage Data**. As part of the Services, the Platform receives a read-only view of the Customer's cloud environment, which is then assessed by a virtual scanner for various security risks. The results are presented through the Customer dashboard within the Platform as 'alerts' (collectively, the "**Reports**"). Customer shall be deemed the exclusive owner of the Reports. Customer shall retain all right, title and interest in and to all non-public data provided by Customer to Company in connection with the Services ("**Customer Data**"). Company may process information, including without limitation, login information, admin contact information, system integrations, API usage information, and information regarding Customer's use of the Platform ("**Usage Data**"), for customer success, customer satisfaction and support purposes. Additionally, to provide the Services and for Customer to benefit from the Platform's capabilities applicable to Customer's environment in full, Company's employees may access Customer's Platform dashboard and production environment.

7. **Customer Warranties**. Customer hereby represents and warrants to Company that: (i) it has and maintains all necessary authorizations, rights, consents and permissions to grant the rights to Customer Data granted to Company in this Agreement and to permit Company to use such Customer Data and access Customer's environment in accordance with this Agreement without violating, infringing or misappropriating any third party's rights, including but not limited to, privacy rights, publicity rights or intellectual property rights; (ii) each Permitted User is not subject to export restrictions under US export laws and is not an excluded or sanctioned party. Customer will not permit Company to access any Customer Data that that is classified, federal tax information subject to Internal Revenue Service Publication 1075, criminal justice information subject to the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy, or that requires Company to obtain any certification, pre-approval or approval with respect to compliance with federal, state or local information security obligations, any written authorities to operate from any government agency or entity, or otherwise comply with information security control sets not specifically agreed to by Company ("**Restricted Data**"). Notwithstanding any other provision to the contrary, Company has no liability under this Agreement of Restricted Data provided in violation of the foregoing. If Customer provides any

Restricted Data, Customer is solely responsible for all sanitization costs incurred by Company or its Affiliates and any third party which Company uses to provide the Platform.

8. **Intellectual Property Rights.** The Platform is not for sale and is solely the Company's property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform and any and all improvements and derivative works thereof are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Platform other than the limited right to use the Platform expressly granted in Section 1. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law.

If Company receives any feedback (*e.g.*, questions, comments, suggestions or the like) regarding the Platform and/or services hereunder (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

9. **Third Party Components**. The Platform may use or include third party software, files, libraries or components that are subject to third party open-source license terms ("**Open-Source Licenses**") separate from this Agreement. The respective licenses or notices of such Open-Source Licenses are available within the Platform and may be updated from time to time.

10. **Integrations**. The Platform and Services may contain features designed to interoperate with applications that are not owned or related to Company ("**Non-Orca App**"). Subject to approval of Customer's designated contracting officer, Customer may connect the Account to a Non-Orca App which will allow exchange of data between Company and the Non-Orca App, including without limitation, the Reports, the scope of which is determined by the applicable actions set by such integration. Customer hereby acknowledges that any access, collection, transmission, processing, storage or any other use of data, including the Reports, by a Non-Orca App, is governed by a separate agreement between Customer and the licensor of the Non-Orca App, including any applicable privacy policy, and Company is not responsible for any act or omission of such third party. Company cannot guarantee the continued availability, security and interoperability of Non-Orca Apps and may cease providing them without entitling Customer to any compensation, if for example and without limitation, the provider of a Non-Orca App ceases to make the Non-Orca App available for interoperation with the corresponding Service features in a manner acceptable to Company.

11. **Confidentiality**. Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). The Documentation shall also be considered as Confidential Information hereunder. Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's

Confidential Information from disclosure to a third party. The receiving Party's obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by applicable law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Nothing contained herein will require the destruction or purging of Confidential Information maintained on routine computer system backup tapes, disks or similar storage devices. To the extent Customer is a government agency subject to the Freedom of Information Act, 5 U.S.C. 552, or similar state public records laws, Company represents, and the Customer acknowledges, that Company's Confidential Information includes trade secrets or other data exempted from release due to competitive harm or based on the proprietary nature of the data, provided that nothing in this Section 11 restricts Customer's employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a government contract.

12. **LIMITED WARRANTIES.** The Company represents and warrants that, under normal authorized use, the Platform shall substantially perform in conformance with its Documentation. Customer's sole and exclusive remedy and the Company's sole liability under this Section, shall be for the Company to use commercially reasonable efforts to repair the Platform in accordance with the SLA. The warranty set forth shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform by Customer; (iii) use of the Platform by Customer other than in accordance with the Documentation; (iv) Customer's failure to implement software updates provided by the Company specifically to avoid such failure; (v) the combination of the Platform with equipment or software not authorized or provided by the Company; or (vi) Customer's failure to properly maintain its computing environment used to access the Services. OTHER THAN AS EXPLICITLY STATED IN THIS

AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND/OR THE REPORTS ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR REPORTS WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS SET FORTH IN THIS SECTION 12, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INTERFERENCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THEY SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

13. **LIMITATION OF LIABILITY**. EXCEPT FOR THE COMPANY INDEMNIFICATION OBLIGATION UNDER SECTION 14; CUSTOMER'S REMEDIATION OBLIGATIONS UNDER SECTION 7, EITHER PARTY'S WILLFUL MISCONDUCT OR FRAUD AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1); NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE. EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS SECTION 13 WILL NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL OR STATE FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733) OR EQUIVALENT STATE LAW.

14. **Indemnification**. Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Platform, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; (ii) subject to this Section 14, the Customer grants the Company the sole authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense and (iii) the Customer hasn't made any admission which may affect Company's defense; *provided further* that notwithstanding the foregoing obligation in Section 14(ii) is subject to the provisions of 28 U.S.C. 516 where Customer is a federal government entity or the applicable state statute governing control of litigation. If Customer is a state or local government entity, Customer must make every effort to permit Company to participate fully in the defense or settlement of any claim covered in this Section 14. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent.

If the Platform becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and in such event discontinue the use of the affected Platform and provide a refund for any amount pre-paid by Customer for the use of the Platform with respect to the remaining unused period of the license.

Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Platform made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Platform with equipment, devices or software not supplied by the Company or not in accordance with the Documentation.

This Section states Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.

15. **Data Security**. Company will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access, use or disclosure.

16. **Term and Termination.** This Agreement shall enter into force and effect on the Effective Date and shall remain in full force as long as there is an Order Form in effect (collectively, the "**Term**"). If there is no Order Form in effect for a period of ninety (90) days, this Agreement will terminate automatically. Company shall have the right to immediately suspend without notice any or all related Services provided to Customer hereunder, in the event Customer (i) fails to pay Company any amounts past due, or (ii) is in breach of Section 5 or Section 7(ii). In addition, either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) the Platform license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; (iii) Company shall delete the Reports**;** and (iv) Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Company under this Agreement until the date of termination or expiration hereof. The following sections shall survive termination of this Agreement: 3, 5, 8, 11, 13, 16. . Customer shall be responsible to download its Reports prior to termination of this Agreement. The termination of this Agreement shall not limit either Party from pursuing any other remedies available to it under applicable law.

17. **Governing Law and Jurisdiction.** If Customer is a state or local government entity, the Agreement is governed by the laws of Customer's state. If Customer is a U.S. federal government entity, the applicable federal laws of the United States govern the Agreement If the federal laws of the United States are not dispositive, then to the extent permitted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of

conflicts of law. The Agreement does not affect statutory rights that cannot be waived or changed by contract.

18. **Government End Users.** The Platform and related software, Documentation and related services are commercial in nature and available in the open marketplace and were developed solely at private expense and are "commercial products", "commercial items", or "commercial computer software" as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. The Services are of a type customarily used by Company's customers and the licenses in this Agreement are consistent with those that Company customarily provides to its customers. Any use, duplication, or disclosure of the Services, Platform, software and Documentation by or on behalf of the Customer is subject to restrictions as set forth in this Agreement as consistent with federal law and regulations. If these terms fail to meet Customer's needs or are inconsistent in any respect with federal or state law, Customer will immediately discontinue its use of the Services, Platform, software and Documentation.

19. **Miscellaneous.** This Agreement - including any Order Forms, and any exhibits attached or referred hereto - represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Company may, in its reasonable discretion, use Customer's name and logo on its website and in its marketing materials as a reference customer. Media releases and public announcements or disclosures relating to this Agreement, its subject matter or the potential business transaction between the Parties shall be coordinated with and consented to by both Parties in writing prior to the release thereof. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Either Party will not be liable for any delay or failure to perform its obligations (other than the payment of fees) resulting from circumstances or causes beyond its reasonable control. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. All notices under this Agreement shall be deemed effective upon receipt and shall be in writing and (a) delivered personally, (b) sent by commercial courier with written verification of receipt, (c) sent by certified or registered U.S. mail, postage prepaid and return receipt requested, or (d) sent via electronic mail with read receipt requested, to the Party to be notified at the address and/or electronic address set forth.

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Company reserves the right to change the terms of this SLA by providing Customer with at least thirty (30) days prior written notice.

During the term of the Agreement, Company will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage (defined below) of at least 99.9% (the "**Service Commitment**"). In the event that Company does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit (defined below) as described below.

The following definitions apply to this SLA:

- "**Company Service(s)**" or "**Service(s)**" means the services specified in the Agreement;
- "**Downtime**" or "**Downtime Incident**" means the time in which Company Service is unavailable to the Customer as measured and determined solely by Company based on its servers. Downtime Incidents shall exclude: planned downtime incidents announced in-advance by Company, including without limitation, for periodic upgrade and maintenance, which will be conducted between the hours 2 AM to 6 AM EST on Saturdays/Sundays, and the other SLA Exclusions stated in this SLA.
- "**Downtime Period**" means the number of minutes in a calendar month during which Company Service is unavailable to the Customer due to Downtime Incident(s).
- "**Monthly Uptime Percentage**" means the total number of minutes in a calendar month, minus the Downtime Period, divided by the total number of minutes in a calendar month.
- "**Pro Rata Monthly Amount**" means the total fees paid by the Customer to the Company for the Services during that year of the Term (as applicable), divided by twelve (12).
- "**Service Credit**" means credit notes due to the Customer as a result of Downtime Period as detailed in the following table:

Monthly Uptime Percentage Commitment	Service Credits Percentage
Between 99.0% – 99.9% (inclusive)	10% of the applicable Pro Rata Monthly Amount
Less than 99.0%	20% of the applicable Pro Rata Monthly Amount

Service Credit Eligibility

If the Monthly Uptime Percentage is less than or equals 99.9%, then the Customer will be eligible to receive Service Credits as detailed in the table above.

In order to receive any of the Service Credits described above, the Customer must (i) notify Company's technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service Credits; and (ii) submit Company's technical support team all information necessary for Company to validate the Customer's claim, including but not limited to: (a) a detailed description of the Downtime Incident; (b) information regarding the time and duration of the Downtime Incident. Failure to comply with these requirements will forfeit such Customer's right to receive Service Credits. In addition, the Customer must be in compliance with the Agreement in order to be eligible for a Service Credit.

Maximum Service Credits

The aggregate maximum number of Service Credits to be issued by Company to the Customer for any and all Downtime Periods that occur in a calendar month shall not exceed 20% of the amount due by Customer for the Company Services provided to it during the applicable subscription period.

The Service Credits will be made in the form of a monetary credit applied to future use of the Company Services and will be deducted from the Customer's next billing cycle/invoice. The Service Credits will not entitle the Customer to any refund or other payment from Company.

THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ITS RIGHT TO RECEIVE SERVICE CREDITS AS SPECIFIED ABOVE CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY FOR ANY DOWNTIME INCIDENTS, UNAVAILABILITY OR NON-PERFORMANCE.

Other SLA Exclusions

The SLA does not apply to any: (a) features or services excluded from the Agreement (as specified in the associated Documentation); or (b) Downtime Incidents that: (i) are explicitly excluded under this SLA; (ii) are caused by factors beyond Company's reasonable control (e.g. any force majeure event, Internet access or related problems beyond Company's reasonable control etc.); (iii) results or outcomes attributable to repair, maintenance or modification of Company's software by persons other than Company's authorized third parties; (iv) resulted from accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Company's software; (v) resulted from use of the Company's software other than in accordance with its manuals, specifications or documentation or in violation of the Agreement; (vi) resulted from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Company's direct control); and/or (vii) resulted from the combination of the Company's software with equipment or software not authorized or provided by Company or otherwise approved by Company in the software's manuals, specifications or documentation.