



MASTER SERVICE AGREEMENT AMERICAN CYBER LLC

This Master Service Agreement is effective as of the Effective Date and is entered into by and between American Cyber LLC. ("American Cyber") and the Customer identified on the order form ("Customer") and governs any executed order forms, quotes, or other ordering document ("Order Form(s)") that reference this Agreement or purchases of an American Cyber subscription.

The Order Form is issued to Customer by American Cyber LLC or an authorized partner ("Authorized Partner"). This Agreement is effective on the date Customer executes the Order Form or submits a matching purchase order to American Cyber or the Authorized Partner, as applicable (the "Effective Date").

This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the online or physical Order Form, and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement.

If there is a conflict between the terms below, the Order Form, or the terms set forth in a URL referenced herein (such URL terms, the "Terms"), the documents will control in the following order: the Order Form, this Agreement, and the Terms.

BY EXECUTING AN ORDER FORM, DELIVERING A PURCHASE ORDER OR OTHER CONFIRMATION TO AMERICAN CYBER OR THE AUTHORIZED PARTNER DOCUMENTING ACCEPTANCE OF AN ORDER FORM, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTIONS, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO THE SOLUTIONS PURSUANT TO THE TERMS HEREIN.

AN ORDER FORM IS CONSIDERED ACCEPTED WHEN COUNTERSIGNED BY AMERICAN CYBER OR THE AUTHORIZED PARTNER, WHETHER MANUALLY OR ELECTRONICALLY. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO AMERICAN CYBER THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, OR OTHERWISE USE THE SOLUTIONS.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and American Cyber, together with its Affiliates (as defined below), will provide the specific products and services ("Solutions") as specified in the applicable Order Form. A Solution may consist of hardware equipment ("Equipment"), software, including any add-ons offering enhanced features and functionality made generally available to American Cyber customers from time-to-time (collectively, the "Software"), a cloud service offering, Software support, services (as more fully defined in the Solutions Terms, as defined below) (collectively, "Services"), and/or additional professional services as defined below ("Professional Services"). Some Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "Subscription Term") for the one- time costs and subscription fees set forth therein (the "Fees"). Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions designated in the applicable Order Form, and the Solutions Terms found on www.americancyber.space/legal as may be updated from time to time by American Cyber (the "Solutions Terms"). "Documentation" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from American Cyber, but expressly excluding marketing and sales collateral and materials. For purposes of this Agreement, "Affiliate"



means any company or other entity, whether with legal personality, which directly or indirectly controls, is controlled by or is under joint control with American Cyber.

1.2 Future Functionality. Customer agrees that it has not relied on the availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by American Cyber regarding future functionality should not be relied upon to make a purchase decision.

1.3 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on American Cyber's behalf.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by American Cyber. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than specified by American Cyber, the Solutions may fail to function or may function improperly. In the event Customer relocates the Equipment, Customer will promptly notify American Cyber so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for loss, repair, replacement and other costs, damages, fees, and charges to repair the Equipment. If Customer does not return the Equipment to American Cyber, Customer will be liable to American Cyber for the replacement cost of the Equipment and for any breach of American Cyber's intellectual property or, notwithstanding any other terms herein, Customer Data included on the Equipment. American Cyber will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to American Cyber upon termination of the Subscription Term. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by American Cyber or the Authorized Partner pursuant to Section 7 herein. Customer understands and agrees if the Equipment is located outside of the United States, Customer is responsible for acting as the importer of record.

3. Professional Services. Certain American Cyber Solutions may require Professional Services, such as onboarding, or may be stand-alone offerings, and any such Professional Services shall be specified on an applicable Order Form.

4. Software and Services. Provided Customer is in compliance with the terms of this Agreement, American Cyber grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to: (i) install the object code form of the Software, but only in connection with Customer's use of the Solutions and otherwise in accordance with the Documentation, this Agreement, and the Solution Terms, (ii) obtain and use American Cyber's Services in conjunction with Customer's use of the Solution, and (iii) access the American Cyber Customer Portal, subject to the Privacy Policy located at www.americancyber.space/legal, as may be updated from time-to-time (the "Privacy Policy"). Solutions Data, as defined in Section 10.1 herein, will be retained for the retention period as described in the Solutions Terms. Customer must implement Software and Services to enable features of the Solutions. Customer acknowledges that any changes made to the Customer's infrastructure or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that American Cyber will have no responsibility for the impact of any such Customer changes.

5. Reservation of Rights and Ownership. American Cyber owns or has the right to license the Solutions and any associated Documentation ("American Cyber Technology"). Customer acknowledges and agrees that: (a) the American Cyber Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) American Cyber retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the American Cyber Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 12.3 below) which shall be retained by its third party licensor(s), any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, any Feedback (as defined below); (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by American Cyber; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the American Cyber Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software. Feedback includes suggestions, comments, or other feedback ("Feedback") provided to American Cyber by Customer with respect to the Solutions.

6. Restrictions, Responsibilities, Warranties, and Prohibited Use.

6.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works based on the American Cyber Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to American Cyber); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data contained therein or



block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Solution or their related systems or networks; or (v) remove or obscure any proprietary or other notice contained in the American Cyber Technology, including on any reports or data printed from the American Cyber Technology. Customer agrees to abide by the terms of the Acceptable Use Policy at www.americancyber.space/legal, as may be updated from time-to-time. If American Cyber, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of American Cyber's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, American Cyber may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, American Cyber shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

6.2 American Cyber Responsibilities. American Cyber shall provide the Solutions in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to American Cyber's customers free of charge from time to time during the Subscription Term.

6.3. Customer Responsibilities. Customer acknowledges and agrees that portal users will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under portal users. Customer represents and warrants that it shall: (i) obtain any licenses and/or consents necessary for American Cyber to perform its obligations under this Agreement; (ii) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iv) notify American Cyber promptly of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (v) not use the Solutions in a manner that would violate applicable laws or regulations; (vi) not use the Solutions and transfer any Solutions Data to American Cyber for any fraudulent purposes; and (vii) implement safeguards within Customer's environment to protect the Solutions from the introduction, whether intentional or unintentional, of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer acknowledges and agrees that the Solutions may consume additional CPU and memory in Customer's environment while running in production.

6.4 Prohibited Use. Customer represents and warrants that Customer is not a Prohibited Person nor owned or controlled by a Prohibited Person. "Prohibited Persons" shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which American Cyber is prohibited from doing business. Customer further represents that the Solutions shall not be used for or in connection with: (i) nuclear activities, (ii) the development of biological or chemical weapons, missiles, or unmanned aerial vehicles, (iii) terrorist activities or any support thereof, or (iv) any other activities that would violate economic sanctions laws. Customer agrees to promptly notify American Cyber, and terminate its use of the Solutions, if Customer discovers that any of the foregoing conditions apply. American Cyber may suspend any use of the Solutions it reasonably believes Customer may be (or is alleged to be) in violation of the foregoing.

6.5 Export/Import Compliance. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any of its users to) access or use the Solutions in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to American Cyber, directly or through the Solutions, any information that is controlled under the U.S. International Traffic in Arms Regulations.

7. Fees, Payment, Taxes, and Audit. Pricing for the Solutions will be specified on an Order Form.

7.1 Order Forms Issued by American Cyber. If an Order Form is issued to Customer by American Cyber, Section 7.2 does not apply, and the following terms apply:

All fees are payable in the currency as per the order form and are non-cancellable and non-refundable. Delinquent amounts shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum rate permitted by law, whichever is less. If Customer fails to make any payments due under this Agreement or an applicable Order Form, American Cyber shall notify Customer of such non-payment. If a payment that is due remains unpaid for ten (10) days after American Cyber provides Customer with notice of such non-payment, American Cyber may cease providing the Solutions without any liability to American Cyber. The amounts payable to American Cyber are exclusive of any sales, use, excise, value added, import, or other applicable taxes, tariffs, or duties ("Taxes"). Customer is solely responsible for payment of



all Taxes except for any taxes based solely on American Cyber's net income. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the amounts payable to American Cyber hereunder and Customer will pay and bear such additional amount as shall be necessary such that American Cyber receives the full amount of the payment required as if no such reduction or offset were required. If American Cyber has the legal obligation to pay or collect Taxes for which Customer is responsible, Customer authorizes American Cyber to charge Customer for such amount. If Customer believes that American Cyber has billed Customer incorrectly, Customer must contact American Cyber no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to American Cyber's customer support department.

7.2 Order Forms Issued by Authorized Partner. If an Order Form is issued to Customer by an Authorized Partner, Section 7.1 does not apply, and the following terms apply: Customer is purchasing the Solutions through the Authorized Partner. The Order Form containing terms related fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that American Cyber may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if American Cyber does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to American Cyber for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating American Cyber's liability under Section 13. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by American Cyber prior to the renewal Subscription Term.

8. Compliance with Laws. Each party represents and warrants that, during the term of this Agreement, it will comply with all foreign, federal, state, and local statutes, laws, orders, rules, regulations, and requirements, including those of any governmental (including any regulatory or quasi-regulatory) agency applicable to such party as it pertains to its obligations herein.

9. Confidentiality. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("Confidential Information") to the other party (as a "Recipient"). All such information shall be marked with a restrictive legend of the Discloser or, if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, information that would be apparent to a reasonable person that such information is of a confidential or proprietary nature shall constitute Confidential Information. Notwithstanding the foregoing, contract terms relating to Solutions Data shall be set forth in Section 10. Notwithstanding the marking requirements of this Section, Customer acknowledges that the following constitutes Confidential Information of American Cyber: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the American Cyber Technology; the design and architecture of the American Cyber Technology; the computer code, internal documentation, and design and functional specifications of the American Cyber Technology; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the American Cyber Technology. Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder or if by American Cyber, also as set forth in the Privacy Policy. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, American Cyber may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 16 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Policy, American Cyber may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes, including but not limited to the improvement of its Solutions.

10. Solutions Data.



10.1 “Solutions Data” means, depending on the Solution deployed, the operational system log data and any other information which Customer may elect to submit to American Cyber through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any American Cyber Technology used with the Solutions Data). Customer hereby grants American Cyber, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. If American Cyber is compelled by law to disclose Solutions Data or its summary reports related thereto, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer’s cost, if Customer wishes to contest the disclosure. Customer hereby authorizes American Cyber to aggregate Solutions Data with other data so that results are non-personally identifiable with respect to Customer and collect anonymous technical logs and data regarding Customer’s use of the Solutions (“Aggregate/Anonymous Data”). Notwithstanding anything to the contrary herein, such Aggregate/Anonymous Data will be deemed American Cyber Technology, which American Cyber may use for any business purpose during or after the term of this Agreement, including without limitation to develop and improve the Solutions and to create and distribute reports and other materials. Customer understands, and hereby consents, that Solutions Data may be accessed by American Cyber and its non- US Affiliates and their non-US citizen employees.

10.2 Personal Information. Confidential Information and Solution Data may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly (“Personal Information”). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to American Cyber or requests American Cyber collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority required to transfer or permit American Cyber to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of American Cyber their

Personal Information on Customer’s behalf and in accordance with its instructions.

10.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to American Cyber personal data (as that term is defined under the General Data Protection Regulation (“GDPR”)) of individuals located in the European Economic Area or United Kingdom, the American Cyber Data Processing Agreement available at www.americancyber.space/legal, as may be updated by American Cyber from time-to-time (the “DPA”), is hereby incorporated into this Agreement unless Customer has signed a standalone American Cyber Data Processing Agreement, in which case such terms shall control. The Customer agrees to complete and execute the Standard Contractual Clauses appended to the DPA, as may be necessary under the GDPR to transfer personal data from the EEA or UK to other countries, as may be necessary for use of the Solutions. It is Customer’s sole responsibility to notify American Cyber of requests from data subjects related to the modification, deletion, restriction and/or objection of personally data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

10.4 Law is governed by the State of Illinois and any other law which is applicable in the jurisdiction. The parties acknowledge and agree that American Cyber is a service provider for the purposes of the California Consumer Privacy Act (“CCPA”) and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. American Cyber shall not sell any such personal information. American Cyber shall not retain, use, or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms “personal information,” “service provider,” “sale,” and “sell” are as defined in Section 1798.140 of the CCPA. American Cyber certifies that it understands the restrictions of this Section 10.4. It is Customer’s sole responsibility to notify American Cyber of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA regarding personal information received or processed in connection with the Solutions. American Cyber agrees to provide reasonable cooperation to Customer in connection with such requests.

11. Indemnity.

11.1 American Cyber’s Indemnity. Subject to Section 11.3, American Cyber will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States. If an Indemnified Claim under this Section 11.1 occurs, or if American Cyber determines that an Indemnified Claim is likely to occur, American Cyber shall, at its option: (A) obtain a right for Customer to continue using such Products, Services or Customer Reports; (B) modify such Products, Services or Customer Reports to make them non- infringing; or (C) replace such



Products, Services or Customer Reports with a non-infringing equivalent. If American Cyber determines that (A), (B) or (C) above are not reasonably available, American Cyber may, at its option, terminate this Agreement and/or the affected Service Order and refund any pre-paid fees on a pro-rata basis for the allegedly infringing Products, Services or Customer Reports that have not been performed or provided. Notwithstanding the foregoing, American Cyber shall have no obligation under this Section 11.1 for any claim resulting or arising from: (A) modifications made to the Products, Services or Customer Reports that were not performed or provided by or on behalf of American Cyber; or (B) the combination, operation or use by Customer, or anyone acting on Customer's behalf, of the Products, Services or Customer Reports in connection with a third-party product or service (the combination of which causes the infringement).

11.2 Customer Indemnity. Subject to Section 11.3, Customer agrees to defend any third-party claim or action brought against American Cyber to the extent based on Customer's alleged breach of Sections 6 or 10 and Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

11.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense.

11.4 Options. If Customer's use of the Solutions has become, or in American Cyber's opinion is likely to become, the subject of any claim of infringement, American Cyber may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing, provided, however, that the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense; (c) substitute an equivalent for the Solutions; or (d) if American Cyber, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

12. Warranty and Warranty Disclaimer.

12.1 Solutions Warranty. AMERICAN CYBER WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; AND (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION. IN THE EVENT OF ANY BREACH OF THIS SECTION 12.1, AMERICAN CYBER SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF AMERICAN CYBER IS UNABLE TO REPAIR OR REPLACE, THEN AMERICAN CYBER WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTY DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGE THAT AMERICAN CYBER DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; (C) THE FEATURES OR FUNCTIONALITIES OF THE SOLUTIONS WILL BE AVAILABLE AT ANY TIME IN THE FUTURE; AND (D) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND AMERICAN CYBER SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

12.2 Open-Source Warranty. The Software includes certain Open-Source Software. Open-Source Software is governed solely by the applicable open-source licensing terms, if any, and is provided "AS IS", and American Cyber hereby disclaims all copyright interest in such Open-Source Software. American Cyber provides no warranty specifically related to any Open-Source Software or any applicable Open-Source Software licensing terms. Any fees paid by Customer to American Cyber are for American Cyber's proprietary Software only, and not for any Open-Source Software components of the Software. Any license associated with an Open-Source Software component applies only to that component and not to American Cyber's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit American Cyber's warranty obligation for the Solutions set forth in Section 12.1. "Open-Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.



12.3 Third Party Product. Third Party Product (as defined in this Section 12.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, American Cyber will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Solutions (such decision to be made in American Cyber's discretion), the manufacturer warranties related to such Third-Party Products. "Third Party Product" means any non-American Cyber branded products and services (including Equipment, and any operating system software included therewith) and non-American Cyber licensed software products, including Open-Source Software.

13. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, AMERICAN CYBER WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT AMERICAN CYBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

14. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

15. Updates. American Cyber reserves the right to modify the Solutions, this Agreement, the Terms, and the Documentation in American Cyber's sole discretion provided that such changes shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should American Cyber make any modifications to the Agreement, the Terms, or Documentation, American Cyber will post the amended terms on the applicable URL links and will update the "Last Updated Date" within such documents and notify Customer via the Customer Portal, Customer newsletter, www.americancyber.space/legal website, or such other written communication method implemented by American Cyber from time-to-time of any such changes. Customer may notify American Cyber within 30 days after the effective date of the change of its rejection of such change. If Customer notifies American Cyber of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

16. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and American Cyber Technology, installed or otherwise, and destroy all copies of any American Cyber Technology that are in its possession or under its control and promptly remove and return all Equipment to American Cyber. Except as otherwise required by law, American Cyber will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment to American Cyber or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return the Equipment within ninety (90) days following termination or expiration, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from American Cyber or the Authorized Partner and paid in accordance with Section 7 herein, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and American Cyber Technology contained within the Equipment. Sections 7 (only as to amounts due and owing) and 9 through 14, 16, and 17 will survive the non-renewal or termination of this Agreement.

17. Miscellaneous.

17.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of



receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that American Cyber provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

17.2 Notwithstanding any other terms to the contrary contained herein, Customer grants American Cyber the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If American Cyber intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, American Cyber will obtain Customer's prior written or email approval.

17.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer- employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. American Cyber shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

17.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without American Cyber's express prior written consent. Any purported assignment, subcontract, delegation, or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation, or other transfer shall relieve the assigning party of any of its obligations hereunder.

17.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of DELAWARE without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in DELAWARE in English and in accordance with International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees.

17.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or

cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

17.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. American Cyber does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.



17.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 17.9 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party.

17.10 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.11 The Parties have agreed that this agreement as well as any notice, document or instrument relating to it be drawn up in English only.