

## CLOUDNOSYS END USER LICENSE AGREEMENT

TERMS OF USE FOR CLOUDNOSYS Security, Compliance and Costs Management SaaS products (SCC) TO AWS, Azure, and Google Cloud Platform ACCOUNT HOLDERS (these "Terms of Use")

IMPORTANT: READ CAREFULLY. THE RIGHT TO ACCESS AND USE CLOUDNOSYS'S SECURITY, COMPLIANCE AND COST SAAS SERVICE BY BUSINESS, GOVERNMENTAL, AND OTHER LEGAL ENTITIES IS SUBJECT TO AND CONDITIONED ON ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF USE. Any additional, conflicting, or different terms or conditions proposed by Company in any Company-issued document (such as a Purchase Order), are hereby rejected by Cloudnosys and excluded herefrom.

Trial and Paid Use: Security, Compliance and Cost SaaS Service (SCC) as is made available by Cloudnosys to Cloud Account holders, but SCC is not available or sold for personal use, home use, and/or consumer use by any person

Effective Date: 1 January 1, 2018

COMPANY or LICENSEE IS ORDERING OR HAS ORDERED CLOUDNOSYS'S SECURITY, COMPLIANCE AND COST SAAS SERVICE THROUGH EITHER DIRECTLY BY PLACEING A PURCHASE ORDER OR VIA COMPANY'S AWS ACCOUNT FOR ACCESS AND USE IN CONNECTION WITH COMPANY'S INTERNAL BUSINESS USE. BY COMPANY: (1) ORDERING FROM THE AWS MARKETPLACE; (2) CAUSING CLOUDNOSYS TO PROVISION; AND/OR (3) ACCESSING OR USING SECURITY, COMPLIANCE AND COST SAAS SERVICE, COMPANY AGREES THAT ANY SUCH ACTION CONSTITUTES:

- a. COMPANY'S ACKNOWLEDGEMENT THAT IT HAS HAD THE OPPORTUNITY TO READ AND REVIEW THESE TERMS OF USE,
- b. COMPANY'S ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE FOR SECURITY, COMPLIANCE AND COST SAAS SERVICE,
- c. COMPANY'S ONGOING REPRESENTATION AND WARRANTY TO CLOUDNOSYS THAT COMPANY MEETS (AND AT ALL TIMES WILL COMPLY WITH) ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THESE TERMS OF USE, AND
- d. COMPANY'S REPRESENTATION AND WARRANTY TO CLOUDNOSYS THAT COMPANY'S REPRESENTATIVE ACTING ON ITS BEHALF IS AUTHORIZED TO AND DOES POSSESS THE AUTHORITY TO ACCEPT, AGREE, AND BIND COMPANY TO THESE TERMS OF USE.

COMPANY AGREES THAT WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS OF USE AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

IF COMPANY DOES NOT ACCEPT AND AGREE TO THESE TERMS OF USE, COMPANY MAY NOT ORDER, REGISTER, DEPLOY, ACCESS, OR USE SECURITY, COMPLIANCE AND COST SAAS SERVICE AND COMPANY WILL IMMEDIATELY NOTIFY AWS MARKETPLACE OR DIRECTLY TO CLOUDNOSYS THAT COMPANY DOES NOT AGREE TO THESE TERMS OF USE AND WILL NOT BE ACCESSING OR USING SECURITY, COMPLIANCE AND COST SAAS SERVICE. AGREED DEFINITIONS USED IN THESE TERMS OF USE ARE IN SECTION 1.2 BELOW.

### 1. Overview; Agreed Definitions.

1.1.1 Application of These Terms of Use. Subject always to termination in accordance herewith, these Terms of Use that have been

accepted and agreed by Company are applicable only to SCC for such time that SCC is subject to an outstanding Order that Company has issued to, and has been accepted by AWS, but only for such time as Company has an active AWS Account.

1.1.2 Entire Agreement. The Company and Cloudnosys agree that these Terms of Use are the final, complete, and exclusive statement of the agreement between the Parties with respect to access to and use of SCC secured by Company under an Order, and any prior written agreements; representations, statements, or advertising of Cloudnosys or AWS (whether oral or written) or otherwise arising from any course of dealing between the Parties or usage of the trade or descriptions that are not specifically set forth in these Terms of Use with respect to the subject matter hereof, are all merged into and superseded by these Terms of Use. Cloudnosys will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of these Terms of Use (whether or not it would materially alter these Terms of Use) and which is submitted by Company in any Order, confirmation, correspondence or other document. In entering into these Terms of Use, each Party represents and warrants to the other Party that it is NOT relying on any extrinsic representation, warranty, guarantee, covenant, promise, forbearance, or inducement of any kind or nature that is or was made by any person that is not specifically set forth in these Terms of Use.

1.1.3 Master Purchase Agreement. Company acknowledges that this is a master purchase agreement for subsequent purchases of SCC. Each subsequent Order of SCC placed by Company on the AWS Marketplace will be made subject to and conditioned on the agreement of the Parties to the then-current version of these Terms of Use unless otherwise agreed in a writing signed by the Parties.

1.2 Agreed Definitions. In addition to initially capitalized definitions, descriptions, clarifications, and agreements that may be set forth elsewhere in these Terms of Use (including all policies, procedures, and Cloudnosys websites that are specifically referenced and incorporated herein), the initially capitalized definitions, descriptions, and clarifications shall have the meanings set forth in this Section 1.2 (each is an "Agreed Definition") and all Agreed Definitions shall be equally applicable to the singular, plural, and derivative forms.

"Administrator" means one or more Company employees with authorization to manage SCC on behalf of Company. Each Administrator will have the ability to, among other things, configure, maintain, set rules and policies for, assist Cloudnosys in delivery of, view alerts and events generated by, and/or provide technical support for, all or part of SCC as determined by Company from time-to-time.

"Affiliate" means as to a Party, each person that is Controlled by a Party, that Controls such Party, or that is under common Control with such Party. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the equity shares or interests (or the maximum equity ownership permitted by Applicable Law if such Party is not permitted to own more than 50%) entitled to vote for the directors or other management of such Party or the equivalent, but only for as long as such ownership relationship continues to exist. Upon request, each Party agrees to confirm in writing to the other Party, the status of any or all Affiliates.

"Applicable Laws" means all U.S.A. and foreign national, federal, provincial, state, municipal, and local laws, statutes, acts, ordinances, regulations, rules, codes, treaties, executive orders, supervisory requirements, official directives, circulars, opinions, interpretive letters, and other official releases applicable from time-to-time to a Party's performance of its obligations and/or exercise of its rights hereunder,

including data protection/privacy laws, corrupt activities/illegal payment laws, and export/import laws.

"AWS" means Amazon Web Services, Inc.

"AWS Account" means Company's active account on the AWS Marketplace.

"AWS Marketplace" means the software/service marketplace operated by AWS located at <https://aws.amazon.com/marketplace>, as it may be updated from time-to-time by AWS.

"AWS Service" means the cloud computing platform/infrastructure hosting service offered by AWS.

"AWS Terms and Policies" means all of the AWS terms, conditions, restrictions, and policies that may be applicable to Company resulting from the Order hereunder, including, but not limited to, the AWS Customer Agreement as well as AWS' acceptable use policy, site terms, content terms, and service terms.

"Company" refers to a entity that: (a) has agreed to these Terms of Use with respect to SCC; (b) has Ordered, accesses, and/or uses (only in accordance with these Terms of Use) SCC through Company's Cloud account; and (c) has a current AWS, Azure and Google Accounts.

"Company's Configuration" shall have the meaning set forth in Section 4.2.2.

"Company Data" means any and all content, materials, data, and information owned by Company or any third party (including any Data Subject) that is forwarded or otherwise provided by Company: (a) when accessing and/or using SCC or that Company derives from its use of SCC (such as, Company-specific reports on Company Data generated by SCC, if any) under these Terms of Use; or (b) otherwise provided to Cloudnosys by Company in connection with Support Services. For the avoidance of doubt, Company Data may include Personal Data or other data or information regulated, protected, restricted, or controlled under Applicable Laws for the protection of data, content, or information.

"Confidential Information" shall have the meaning set forth in Section 6.1.

"Controlled Technology" shall have the meaning set forth in Section 10.4.

"Data Subject" shall have the meaning set forth in the definition of Personal Data below in this Section.

"SCC" or "Security, Compliance and Cost SaaS Service" means Cloudnosys's Security software that is hosted by the AWS Service, which SCC may be accessed and used by Company for the Usage Metric, or fixed priced license metric that Company has ordered from AWS from among Cloudnosys's listings on the AWS Marketplace or directly via a purchase order. The term SCC also includes any User Documentation related to SCC, Enabling Software (if any), as well as any and all error corrections; bug fixes; updates; upgrades; new versions; or releases of SCC; and all content and functionality available from Cloudnosys support site(s), that Cloudnosys may elect to make

available to customers of SCC, but the term SCC does NOT include the AWS Service. For the avoidance of doubt, these Terms of Use do not grant Company any right to request or receive a binary code copy of any Cloudnosys published software except for Enabling Software (if any) that may form a part of SCC.

"Security, Compliance and Cost SaaS Service Feedback" shall have the meaning set forth in Section 6.2.

"Different Terms" shall have the meaning set forth in Section 2.3.

"Enabling Software" means binary code software (but if and only if required by SCC' User Documentation) that may be published by Cloudnosys from time-to-time and licensed hereunder that is installed on Company's device(s) that enables optimal access to and use of SCC (such as a management console, user interface, Cloudnosys's Direct Connectors), and that does not perform functionality without the active right to access and use SCC. Enabling Software may or may not be identified in the User Documentation.

"End User" means any individual, entity, or person (directly or indirectly through another user) that: (a) accesses or uses SCC for Company's benefit in accordance with these Terms of Use such as Company's Administrator(s) or technical/support resources; or (b) otherwise accesses or uses SCC.

"Evaluation Service" shall have the meaning set forth in Section 2.5.

"Internal Business Use" means the internal business access and use of SCC solely by and for the direct benefit of Company specifically in connection with the security, protection, and/or integrity of Company's systems, networks, devices, documents, emails, and/or other Company Data.

"IP Claim" means any suit, cause of action, or other legal proceeding filed/brought against Company by a third party (that is not an Affiliate of Company) in the courts of law, equity, or otherwise alleging or asserting that Company's use of SCC (or component parts thereof, but not Third Party Technology or AWS Services) provided hereunder directly infringes any patent or copyright of such third party, or makes unlawful use of a trade secret of such third party; provided, however, the term IP Claim will not include and Cloudnosys will have no obligation hereunder unless each and every third party allegation or assertion is specifically made against SCC alone. In addition, the term IP Claim will not include, and Cloudnosys will have no obligation under Section 9 or otherwise with respect to, any suit, claim, cause of action, or other legal proceeding arising out of, based on, or related to the following: (a) any use of SCC by Company that is NOT in accordance with these Terms of Use, its User Documentation, or Applicable Laws; (b) any modification or programming to SCC (including components thereof) not made by Cloudnosys; (c) Company Data and/or other materials that Company provides or makes available in connection with its use of SCC; (d) any redistribution of SCC, or use of SCC for the benefit of any third party not specifically permitted herein; (e) any use of SCC by Company after Cloudnosys's notice to cease use of SCC under Section 9.1.2; (f) Evaluation Service access and/or use; or (g) any third party allegation or assertion made against SCC (or any output thereof) that involves use of SCC in combination with any other software, service, business process, or technology offered by AWS or any third party.

"Order" refers to the Cloudnosys Quotation or Cloud Vendor's ordering documentation (including a registration webpage, if applicable), pursuant to which Company obtains limited access to SCC through its AWS or other Cloud Accounts.

"Party" means only each of Company and Cloudnosys, and together, they are collectively the only "Parties." All other persons are third parties.

"Personal Data" means one or more data elements relating to an identified or identifiable natural person (each a "Data Subject") that is supplied by Company (either to or through SCC or otherwise in connection with Support Services) that can be used to identify, directly or indirectly, such Data Subject to the extent such data is regulated, protected, restricted, or controlled under Applicable Laws for the protection of data, content, or information. As may be defined under Applicable Laws, Personal Data may include one or more identifiers such as a name, an email address such as given.name.surname@company.com, an identification number, location data, Internet Protocol (IP) address, a cookie ID, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that Data Subject.

"Process" shall have the meaning set forth in Section 4.3.

"Privacy Policy" of Cloudnosys is available at <https://www.cloudnosys.com/privacy-policy.html>, which Privacy Policy is incorporated herein by reference and made a part hereof for all purposes and as may be amended and modified by Cloudnosys from time-to-time.

"Sub-processor" is described in Section 4.4.

"Support Services" are described in Section 5.1.

"Term" is described in Section 8.1.

"Third Party Technology" shall have the meaning set forth in Section 2.3.

"Trend Claim" means any suit, cause of action, governmental inquiry, or other legal or administrative proceeding filed/brought by, in connection with, or for the benefit of a Data Subject or other third party against Cloudnosys in the courts of law or in equity, in a governmental investigation or proceeding, or otherwise arising out of or in connection with: (a) an assertion or allegation that Company failed to provide adequate notice to, and/or secure and maintain all rights, consents, and approvals of, each Data Subject or other third party source of Company Data as is required in Section 4; (b) an assertion or allegation that Company caused Company Data to be processed by SCC without Company having secured all necessary consents and approvals from the Data Subject or other third party source in a manner that violates the rights of, defamed, or otherwise caused harm to, to such Data Subject or third party, or otherwise violated Applicable Law; and (c) Cloudnosys's response to a subpoena, court order or other official inquiry of a government authority regarding Company Data (including data of any Data Subject) or Company's use of SCC.

"Cloudnosys" means Cloudnosys Incorporated, a Georgia corporation.

"Usage Metric" means Cloudnosys's standard of measurement published on the AWS Marketplace for determining the permitted use and/or length of use as well as calculating the fees due for SCC. The applicable Usage Metric may be defined as a fixed period of time (such as per host hour, month, or year), number of users and/or device nodes, throughput volume or other measure, and/or other metering mechanism specified on Cloudnosys's listing on AWS Marketplace. If SCC permits Company to exceed the Usage Metric that is Ordered by Company and Company has not agreed to auto-renew, then Company is responsible for promptly purchasing an additional quantity to true-up for any excess usage. Depending on the license purchased, usage metric may also be fixed fee charge on a per month or yearly basis for the SaaS services rendered.

"User Documentation" means the printed, electronic, and/or online technical documentation and operating instructions and requirements generally made available by Cloudnosys for SCC (and Enabling Software, if any) that is made available for the purpose of supporting Company's Internal Business Use of SCC. The User Documentation is incorporated herein and made a part hereof for all purposes; provided, however, Company understands and agrees that the published User Documentation may be revised from time-to-time by Cloudnosys at its discretion as, for among other reasons, changes or improvements to, or new versions of, SCC are released by Cloudnosys as described in Section 2.7 without the need to amend these Terms of Use.

2. Grant for SCC; License to Enabling Software; Open Source; Security Acknowledgement; Evaluation.

2.1 Grant.

2.1.1 Grant of Access to and Use of SCC. On the terms and subject to Company's continuous compliance with all of the conditions, exclusions, and restrictions set forth in these Terms of Use (including expiration or termination under Section 8 hereof) and the terms and conditions of any applicable AWS Terms and Policies to the extent applicable to Company in connection the Order, Cloudnosys hereby grants only to Company, a non-exclusive, non-transferable, terminable (in accordance herewith or Applicable Law), worldwide (subject to exclusions and limitations that may be imposed by: (i) AWS or Cloudnosys from time-to-time; and/or (ii) any Applicable Law, such as export/import laws) right to access and use SCC in accordance with its User Documentation only for Company's Internal Business Use for such time and only for the Usage Metric as Ordered and paid for (in accordance with agreed payment terms) by Company until the expiration or termination of the foregoing grant in accordance herewith or Company's AWS Account is terminated, whichever shall first occur.

2.1.2 License to Enabling Software. If SCC is accompanied by Enabling Software, then by downloading or installing any Enabling Software on any computer, Company agrees not to use such Enabling Software for any purpose other than to facilitate and/or enable Company's access to and use of SCC. Subject to these Terms of Use, Cloudnosys grants Company (solely for the Internal Business Use of Company) a non-exclusive, non-transferable, worldwide (subject to applicable export/import laws), terminable (in accordance herewith) license to install and use any Enabling Software on equipment owned or operated by or on behalf of Company, solely as needed to access and/or use SCC as described in the User Documentation; provided that, Company: (a) at all times complies with the terms and conditions of these

Terms of Use; (b) ensures that anyone (including End Users) who accesses or uses the Enabling Software (accessed either locally or remotely) in connection with SCC (i) does so only on Company's behalf, and (ii) complies with the terms and conditions of these Terms of Use; (c) does not (i) install, access, use, copy, modify, or distribute the Enabling Software except as may be expressly permitted in User Documentation or these Terms of Use, and/or (ii) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Enabling Software; and (d) does not use any of the Enabling Software's components, files, modules, or related licensed materials separately from the Enabling Software. Company acknowledges that the Enabling Software is copyrighted and licensed and not sold to Company under the terms of these Terms of Use and Company acknowledges that it is not hereunder granted any license, right, title, or interest in or to any patent, copyright, trade secret or other intellectual property of Cloudnosys or any third party. If and to the extent only as maybe permitted in the User Documentation, Company may make a single copy of the Enabling Software for back-up, archival, and disaster recovery purposes. The Enabling Software (and back-up, archive, and disaster recovery copy) must be promptly un-installed and irretrievably destroyed when Company no longer has a right to access or use SCC hereunder. Cloudnosys states that on the Effective Date of these Terms of Uses, no Enabling Software is published by or available in binary code form from Cloudnosys for SCC - any subsequent change will be reflected in an amendment to the User Documentation.

2.2 Acceptable Use. Company will not make any use or disclosure of, or perform any acts with respect to, SCC other than as expressly permitted by its User Documentation, these Terms of Use, and/or the Ordered Usage Metric. Company may not and agrees that it will not, nor will Company authorize or permit third parties to:

(a) Disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Company's use of SCC or otherwise use SCC in a way intended to avoid incurring fees or exceeding the Usage Metric limitations agreed to in an Order or otherwise attempt to gain unauthorized access to SCC.

(b) Modify, adapt, copy (except as permitted herein with respect to Enabling Software), translate, disassemble, decompile, or reverse engineer SCC (or any of its components or parts thereof), or otherwise attempt to derive the source code of, decrypt, modify, or create derivative works of, SCC or any part thereof (unless and only to the extent any foregoing restriction is prohibited by: (i) Applicable Laws without the possibility of written waiver, or (ii) Different Terms governing Third Party Technology that may be included in SCC); provided, however, configuring SCC within its policy parameters set forth in the User Documentation shall not constitute a modification or derivative work.

(c) License, sublicense, sell, resell, loan, rent, lease, transfer, assign, or distribute SCC (or any portion thereof) to any third party.

(d) Use SCC: (i) as a paid or unpaid service bureau or otherwise to provide services directly or indirectly to third parties (such as business processing outsourcing); (ii) to provide services to third parties on a time-share basis; or (iii) otherwise commercially exploit or make SCC available to any third party.

(e) Access, evaluate, observe, or use, SCC (or any of its components) to assist in the improvement and/or creation of a competitive product or service, or copy any ideas, features, functions, organization, structure, graphics, or user interface of SCC for any reason unless and only to the



extent specifically permitted by Applicable Laws without the possibility of written waiver.

(f) Access or use SCC above the quantity and Usage Metric that Company has Ordered and paid for in accordance with applicable payment terms.

(g) Publish, provide, or otherwise make available to any third party, any benchmark tests or analysis relating to SCC without the express written permission of Cloudnosys which may be withheld or conditioned at the sole discretion of Cloudnosys; provided, however, Company may conduct internal benchmarking if Company is doing so in connection with an Evaluation Service in order to make a procurement decision with respect to SCC for its Internal Business Use.

2.3 Open Source and Other Third Party Technology. Enabling Software may come bundled or otherwise be distributed with free or open source or other third party software (herein "Third Party Technology"), that is subject solely to the agreement terms, conditions, limitations, and disclaimers of the specific license (each "Different Terms") under which such Third Party Technology is redistributed to Company by Cloudnosys and NOT these Terms of Use. Different Terms applicable to any Third Party Technology redistributed in any Enabling Software provided hereunder will be identified by Cloudnosys in the User Documentation for, and/or in a "Read Me" or an "About" file in, the Enabling Software. THIRD PARTY TECHNOLOGY IS PROVIDED BY CLOUDNOSYS "AS IS, WITH ALL FAULTS, AS AVAILABLE" WITHOUT (AND SPECIFICALLY DISCLAIMS) ANY GUARANTEE, CONDITION, OR WARRANTY (EXPRESS, IMPLIED, OR OTHERWISE) OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND/OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIRD PARTY TECHNOLOGY, CLOUDNOSYS SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIRD PARTY TECHNOLOGY, EVEN IF CLOUDNOSYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.4 Security Acknowledgement. Certain Cloudnosys products are designed to identify, block and/or remove applications, messages, and files that may compromise productivity or the performance and security of computers, systems, and/or networks. While Cloudnosys uses commercially reasonable efforts to properly identify applications and files for detection by its products/software, however, given the constantly changing nature and volume of malicious, fraudulent, and unwanted electronic content, Cloudnosys cannot and does not warrant or guarantee that SCC will detect, block, or completely remove or clean any or all applications, routines, and files that are malicious, fraudulent, or that Company does not use or want. Company understands and agrees that the success of its security efforts are dependent on a number of factors solely under Company's control and responsibility such as: (a) the design, implementation, and use of a number of hardware and software security tools in a coordinated effort to manage present and future security threats; (b) the design, development and implementation of cybersecurity protocols and controls, network and systems protections, as well as monitoring and detection processes applicable to the foregoing; (c) the selection, implementation, and enforcement of appropriate internal security policies, procedures, and controls regarding access, security, encryption, use, and transmission of data; (d) the development of processes and procedures for the backup and recovery of any system, software, database,



and any stored data; (e) conducting regular cybersecurity and privacy training for employees; (f) having adequate vendor risk management processes; and (g) diligently and promptly downloading and installing all updates to all products and software that are made available to Company by any publisher or manufacturer.

2.5 Evaluation of SCC. If Company has Ordered or otherwise entitled to an evaluation, free trial, or test of SCC (herein "Evaluation Service"), then the provisions of this Section shall apply and shall control over any conflicting terms of these Terms of Use. On the terms and subject to the conditions of these Terms of Use, Company will have the right to conduct a test of the Evaluation Service for a period not to exceed Fourteen (14) days (unless otherwise agreed to in writing by Cloudnosys or earlier terminated in accordance with Section 8), during which period Company may access and use the Evaluation Service solely for Company's internal evaluation in a non-production environment (that is to say, an environment that does not process any actual Company Data or otherwise perform productive work) to decide whether to purchase the right to continue to access and use the Evaluation Service for its Internal Business Use. Evaluation Services are provided gratuitously by Cloudnosys. Cloudnosys has no obligation to provide any support for Evaluation Services, but Cloudnosys may do so at its sole discretion. Company acknowledges that the Evaluation Services may contain errors, defects or other problems that could cause system or other failures, security breaches, interruptions, and/or data loss. CONSEQUENTLY, EVALUATION SERVICES ARE PROVIDED TO COMPANY SOLELY ON AN "AS IS, WITH ALL FAULTS" BASIS, AND CLOUDNOSYS DISCLAIMS ALL WARRANTIES, CONDITIONS, AND LIABILITY IN CONNECTION WITH ALL EVALUATION SERVICES. COMPANY ASSUMES ALL RISK OF USE OF EVALUATION SERVICES. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE LIABILITY OF CLOUDNOSYS, ITS LICENSORS, AND/OR AWS FROM ALL CLAIMS AND CAUSES OF ACTION SHALL BE LIMITED TO THE SUM OF ONE UNITED STATES DOLLAR (USD\$1.00) IN THE AGGREGATE. If Company accesses and/or uses SCC after expiration of Evaluation Services as set forth in this Section 2.5, Company agrees to pay for SCC thereafter in accordance with Cloudnosys's rates and fees published on the AWS Marketplace and the Parties agree that these Terms of Use shall apply to such extended paid use.

2.6 Ownership; Reservation of Rights. SCC is and remains the exclusive property of Cloudnosys and/or its licensors. Except for Company's access and use rights expressly agreed in these Terms of Use and the limited license granted in Section 2.1.2 to Enabling Software, no license or other rights in or to SCC or Cloudnosys's and its licensor's intellectual property rights therein, are granted to Company. Company acknowledges and agrees that, as between the Parties, SCC and all ideas, methods, algorithms, formulae, processes, and concepts incorporated into SCC, and all revisions, corrections, modifications, enhancements, releases, upgrades, and other updates in, of, or to SCC, and all derivative works based on any of the foregoing, and any copies of the foregoing are the intellectual property of Cloudnosys and reserved to and the sole property of Cloudnosys or its licensors. Company will not alter or remove Cloudnosys's and its licensors' copyright notices and all other proprietary legends from any part of SCC.

2.7 Changes and Improvements to SCC. Cloudnosys reserves the right (at its discretion and without notice to or consent of any person) to continually improve, update, and offer new versions of SCC (e.g., infrastructure, features or functionality, security, technical configurations, and/or application features) during the Term, to reflect changes in, among other things, laws, regulations, rules, technology,

industry practices, patterns of use, and cyber threat environment and capabilities. Any such improvement, change, and/or new version of SCC shall be governed by these Terms of Use and shall not be treated as a breach of these Terms of Use nor give Company a right to a full or partial refund of any monies paid or payable hereunder, but Company acknowledges that the use of some of which may be contingent upon Company's agreement to additional terms.

### 3. Company Responsibilities.

3.1 AWS, Azure, and Google Accounts Compliance. It is a condition precedent to any rights granted to Company under these Terms of Use that Company will comply with any and all applicable Public Cloud Terms and Policies associated with its Cloud Accounts such as AWS Account and Company is solely responsible for such compliance therewith by Company and its End Users. Cloudnosys is not responsible for any content or aspect of other services provided to Company by AWS, including its selection, availability, reliability, security, and privacy policies adopted by AWS.

3.2 SCC Setup; Registration; Administrators. Company is responsible for architecting, selecting, configuring, registering, and securing operation of, as well as securing and maintaining connectivity and access to, SCC. Company must provide Cloudnosys with all necessary or advisable information to allow Cloudnosys to provision and make available SCC, as well as permit registration that requires, among other things, an entity name and address, primary contact name and information, an email address, and other information as may be requested by Cloudnosys from time-to-time. Registration information will be treated as the Confidential Information of Company, but is not Company Data. In accordance with the User Documentation, Company will provide (and maintain) to Cloudnosys, contact information for Company's Administrator(s) who are the only authorized End Users permitted to provide information required to manage, configure, access, maintain, and support SCC for Company.

3.3 Authentication Credentials. Company has sole control over access and use by its End Users of SCC, and is responsible for ALL activity (whether authorized or unauthorized) occurring on Company's SCC account hereunder. Company is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its access to and use of SCC. Company will ensure that all End Users comply with Company's obligations under these Terms of Use and that the terms and conditions of Company's agreement with each End User are consistent with these Terms of Use. If Company becomes aware of any breach or non-compliance of Company's obligations under these Terms of Use by an End User, Company will immediately terminate such End User's access to SCC and notify Cloudnosys. Further, Company is responsible for population, maintenance, security, protection, loss prevention, and backup of Company's systems, Company Data, and other content or information.

3.4 Internet Transmission. Company understands and agrees that no data transmission over the Internet by Company is guaranteed to be secure by Cloudnosys. Cloudnosys is not responsible for any interception or interruption of any communications through the Internet or networks or systems outside Cloudnosys's control. Company is solely responsible for maintaining the security of its networks, servers, applications and access codes.

3.5 Fees. Company will timely pay to AWS the fees then-published by Cloudnosys on the AWS Marketplace (plus any applicable Taxes) for access to and/or use of SCC in accordance with the Ordered Usage Metric and AWS Terms and Policies. Invoicing and collection of the fees and any applicable Taxes by AWS is done on behalf of Cloudnosys for its benefit. Except as may be expressly set forth in Sections 8 and 9.1, the fees Company pays for access to and use of SCC are nonrefundable or otherwise subject to credit or offset. In no event, will Cloudnosys provide, or be liable for, any refund of the fees Company pays for access to or use of any other services provided by AWS to Company. Cloudnosys reserves the right to change or modify published fees for SCC in a manner and at such times at Cloudnosys shall determine in its discretion, but only to the extent such change or modification is not inconsistent with then-published AWS Marketplace policies or limitations on such matters.

3.6 Taxes. Except as may be expressly stated to the contrary on Cloudnosys's AWS Marketplace listing, the fees and other charges described on Cloudnosys's listing page and in the Order do not include foreign and domestic national, federal, dominion, provincial, state, municipal, or local sales, use, VAT, GST/GSM, excise, service, or similar transactional taxes (collectively "Taxes") now or hereafter levied under Applicable Laws. Company will provide Cloudnosys and/or AWS information (and Company hereby authorizes AWS to provide to Cloudnosys information on Company's Taxes) all required for the calculation, invoicing, and remittance of all applicable Taxes that Cloudnosys reasonably requests to determine whether Cloudnosys or AWS is obligated to collect and remit any Taxes from Company, including Company's correct name, location, and sales tax or VAT/GST/GSM identification number where applicable. If Company is legally entitled to an exemption from the collection and remittance of any otherwise applicable Taxes, Company is responsible for providing Cloudnosys/AWS with legally-sufficient tax exemption certificates for each taxing jurisdiction. Otherwise, Company will be invoiced for, and pay, all Taxes as required by Applicable Law.

4. Company Data and Content; Optional Features, Data Protection; Privacy.

4.1 Responsibility for Company Data; Company Accounts. Company is solely responsible for the content of all Company Data and represents to Cloudnosys (on an ongoing basis) and agrees that Company: (a) to the extent required by Applicable Law, has provided all necessary notices to every third party source (customers, employees, End Users, or other Data Subjects) of any Company Data (which may include Personal Data) of the scope and purpose of its use by Company in connection with the Processing of such Company Data by SCC; and (b) has procured and maintains all rights, consents, and approvals from every third party source of Company Data necessary under Applicable Laws to permit Company to submit Company Data to SCC and permit Company and Cloudnosys to Process Company Data via SCC without violating any Applicable Laws or the rights of any third party source (including any Data Subject) or otherwise obligating Cloudnosys to any third party. Cloudnosys does not and will not assume any obligations with respect to Company Data or to Company's use of SCC other than as expressly set forth in these Terms of Use (including the Cloudnosys Privacy Policy) or as required by Applicable Law. With respect to Personal Data, the Parties acknowledge and agree that Company is and remains the Data Controller and Cloudnosys is the Data Processor.

4.2 Certain Optional Features; Configuration; License to Use Company Data.

4.2.1 Right to Use Company Data. Only in accordance with, and to the extent authorized by, Company's Configuration, Company hereby grants Cloudnosys a limited, non-exclusive, royalty-free, paid-up, license to access and use Company Data: (a) as necessary for Cloudnosys to provide SCC, Process Company Data, and provide Support Services to Company; (b) to maintain and improve the operation, security efficacy, and functionality of Cloudnosys's software and services including SCC (c) to identify and collect information on potential security risks in order to continually improve Cloudnosys's subject-matter databases (d) for administration of these Terms of Use and SCC; (d) to comply with its legal obligations under Applicable Laws; and (e) for purposes set forth in the Privacy Policy. In addition, Company acknowledges and agrees to the use or sharing (with third parties) by Cloudnosys of aggregated, anonymized, de-identified, or pseudonomized Company Data (such that it no longer identifies Company, any other entity, or any Data Subject) as a part of a larger set of statistics or threat database(s) and that such data does not constitute the Confidential Information of Company.

4.3 Processing; Privacy. In accordance with the instructions provided by Company through Company's Configuration of SCC, Cloudnosys may collect, organize, copy, adapt or alter, record, store, retrieve, transfer, disclose/disseminate by transmission, and/or use (each a "Process") Company Data in connection with SCC. Company understands and agrees that all or a part of the Processing may: (1) entail the transfer of Company Data (which may include Personal Data) outside of the country or jurisdiction in which the source of such Company data is located; and (2) take place on servers located in the United States of America, European Economic Area, and/or other countries or jurisdictions. Further, information about what Cloudnosys does with, and how it protects, Company Data that Company provides to Cloudnosys is set forth in the Privacy Policy and/or the User Documentation.

4.4 Sub-Processors. Company agrees that Cloudnosys may share Company Data (including Personal Data) with third parties, including Affiliates of Cloudnosys and its and their vendors, suppliers, and security partners (each a "Sub-Processor") in support of the Processing of Company Data. Cloudnosys will contractually restrict Sub-Processors access to Company Data to the extent needed for Cloudnosys's performance of its obligations and exercise of its rights under these Terms of Use and Cloudnosys will impose written contractual obligations that are no less protective of the Company Data than those obligations set forth herein. Any such subcontract with a Sub-Processor shall not relieve Cloudnosys of any of its obligations to Company under these Terms of Use.

## 5. Support Services.

5.1 Support Services. Cloudnosys will provide Support Services of SCC to Company in connection herewith on the terms, conditions, and descriptions set forth in the Support Services, as modified from time to time, subject to the conditions stated in such Support User Documentation. Except for the Support Services, these Terms of Use do not require Cloudnosys to provide Company with any configuration, deployment, training, maintenance services, consulting services, or other technical assistance of any kind. SCC is periodically monitored based on Service Level Targets and adjustments are made by Cloudnosys as needed.

5.2 Updates to Enabling Software. At its sole discretion, CloudnOSYS may provide periodic updates to the Enabling Software, if any. If available, such updates may include bug fixes, new features and/or enhancements. Company is solely responsible for deploying such updates at Company's own cost as soon as possible. CloudnOSYS's obligation to provide Support Services with respect to Enabling Software and SCC meeting its User Documentation depends upon Company's prompt installation of any and all such updates that CloudnOSYS makes available to Company.

## 6. Confidentiality; Feedback.

6.1 Confidentiality/Non-Disclosure. Each Party hereto acknowledges that by reason of its relationship with the other Party hereunder, it may have access to confidential information and materials concerning the other Party's business, technology, and/or products that is confidential to the other Party ("Confidential Information"). Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each Party agrees that it will not use such Confidential Information, except as authorized under these Terms of Use, and will protect Confidential Information at least to the same extent as a reasonable person would undertake to protect such Confidential Information. Neither Party may use the other Party's Confidential Information except to perform its duties or exercise its rights under these Terms of Use including the Privacy Policy. The Confidential Information restrictions will not apply to information or data that is: (a) already known to the receiving Party at the time of access hereunder; (b) becomes publicly available through no wrongful act of the receiving Party; (c) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information; (d) has been rightfully received from a third party not under obligation of confidentiality; (e) disclosed in any legal proceeding arising from or in connection with these Terms of Use; or (f) is required to be disclosed by law, provided the Party compelled to disclose the Confidential Information provides the Party owning the Confidential Information with prior written notice of disclosure (only if legally permissible) adequate for the owning Party to take reasonable action to prevent such disclosure. Unless otherwise agreed to by both Parties, upon termination of these Terms of Use, each Party will return to, or irretrievably destroy, the other Party's Confidential Information in its possession. In the event that the Parties hereto have previously entered into a non-disclosure or confidentiality agreement that is still in effect on the Effective Date of these Terms of Use, then the Parties hereto agree that such prior agreement is hereby merged into and superseded by these Terms of Use ONLY with respect to the subject matter hereof and the transactions undertaken pursuant hereto.

6.2 Feedback. Notwithstanding anything to the contrary: (a) CloudnOSYS will have no obligation of any kind with respect to any SCC-related comments, suggestions, design changes or improvements, that Company may elect to provide to CloudnOSYS in either verbal or written form (collectively, "Security, Compliance and Cost SaaS Service Feedback"), and (b) CloudnOSYS and its Affiliates and licensors are hereby free to use any ideas, concepts, know-how or techniques, in whole or in part, contained in Security, Compliance and Cost SaaS Service Feedback: (i) for any purpose whatsoever, including developing, manufacturing, distributing, and/or

marketing products and/or services incorporating Security, Compliance and Cost SaaS Service Feedback in whole or in part, and (ii) without any restrictions or limitations, including requiring the payment of any license fees, royalties, or other consideration.

## 7. Warranty; Warranty Disclaimers; Limitations and Exclusions from Liability.

7.1 Limited Warranty. In connection with SCC, Cloudnosys warrants only to Company that SCC will substantially conform to its User Documentation under normal use and circumstances until the expiration or termination of Company's right to access and use SCC under these Terms of Use. The foregoing limited warranty does not cover events or circumstances caused by accident, abuse or use of SCC in a manner inconsistent with these Terms of Use, the User Documentation, or other guidance provided by Cloudnosys or resulting from events of Force Majeure. If it is established that Cloudnosys has breached the above warranty after notice from Company, Cloudnosys may, at its option: (a) use reasonable efforts to cure the breach; or (b) in the event Cloudnosys cannot, after commercially practicable attempts to do so, achieve the remedy in (a) immediately above, either Cloudnosys or Company may terminate these Terms of Use and Cloudnosys will provide a refund of unused fees pre-paid by Company, if any, as of the effective date of such termination. To benefit from this warranty and the remedies stated herein, Company must report in writing to Cloudnosys, the alleged breach of warranty with reasonable specificity within ten (10) days of its occurrence. The above remedies for breach of the foregoing warranty are Cloudnosys's sole and exclusive obligation and liability to Company and Company's sole and exclusive right and remedy for Cloudnosys's breach of the foregoing warranty notwithstanding any other provision of these Terms of Use to the contrary.

7.2 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTION 7.1, SCC AND SUPPORT SERVICES ARE PROVIDED "AS IS, WITH ALL FAULTS" AND "AS AVAILABLE." CLOUDNOSYS AND ITS AFFILIATES AND LICENSORS EACH SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, GUARANTEES, CONDITIONS, OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR QUIET ENJOYMENT. FURTHER, CLOUDNOSYS DOES NOT REPRESENT OR WARRANT ANY OF THE FOLLOWING: (A) THAT SCC WILL GUARANTEE ABSOLUTE SECURITY OF ANY DEVICES, FILES, NETWORKS, AND ENDPOINTS DUE TO THE CONTINUAL DEVELOPMENT OF NEW/UNKNOWN THREAT TECHNIQUES FOR INTRUDING UPON AND ATTACKING DEVICES, FILES, NETWORKS, AND ENDPOINTS; (B) THAT SCC WILL BE ENTIRELY SECURE, REGULATORY COMPLIANCE, OPERATE UNINTERRUPTED, ERROR FREE, BE FAILSAFE, OR THAT COMPANY DATA OR COMPANY'S SYSTEMS WILL BE SECURE OR NOT OTHERWISE COMPROMISED OR DAMAGED; (C) THAT SCC RESULTS, ADVICE, REPORTS, OR DATA, WILL BE FREE FROM ERRORS OR COMPLY WITH ANY PARTICULAR LAW; (D) ANY RESULTS THAT COMPANY MAY ACHIEVE OR ANTICIPATE; OR (E) THAT SCC WILL PROVIDE COMPLETE AND ABSOLUTE PROTECTION AGAINST ANY OR ALL SECURITY THREATS OR OTHER POSSIBLE RISKS.

7.3 Limitations of Liability. CLOUDNOSYS AND ITS AFFILIATES AND ITS AND THEIR LICENSORS AND SUPPLIERS WILL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, COSTS OF COVER, OR DENIAL OF ACCESS OR DOWNTIME), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLOUDNOSYS AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS WILL NOT BE



RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING FROM OR IN CONNECTION WITH: (A) COMPANY'S USE OR INABILITY TO ACCESS OR USE SCC, INCLUDING AS A RESULT OF ANY (1) TERMINATION OR SUSPENSION OF THESE TERMS OF USE OR COMPANY'S USE OF, OR ACCESS TO, SCC, (2) DISCONTINUATION OF, OR MODIFICATION TO, ANY OR ALL OF AWS SERVICE, SCC, OR SUPPORT SERVICES, OR, (3) ANY DOWNTIME OF ALL OR A PORTION OF SCC OR AWS SERVICE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, AWS PLATFORM OR INTERNET FAILURES, OR OTHER INTERRUPTIONS; (B) ASSERTIONS OR CLAIMS THAT SCC DID NOT PROTECT COMPANY OR ITS SYSTEMS AGAINST ALL SECURITY BREACHES OR ANY OR ALL POSSIBLE SECURITY THREATS, MALFUNCTIONS, MALICIOUS CODE OR OTHER VULNERABILITIES; (C) ERRORS IN SCC CAUSED BY VULNERABILITIES, VIRUS INFECTION, WORM OR OTHER MALICIOUS CODE; (D) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (E) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY COMPANY IN CONNECTION WITH THESE TERMS OF USE OR COMPANY'S USE OF, OR ACCESS TO, SCC; OR (F) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY COMPANY DATA OR OTHER DATA/INFORMATION.

7.4 Maximum Liability - Direct Damages. IN ALL EVENTS OR CIRCUMSTANCES CLOUDNOSYS AND ITS SUPPLIERS (INCLUDING AWS) AND LICENSORS LIABILITY TO COMPANY FOR DAMAGES RELATED TO OR ARISING FROM ALL RELATED AND UNRELATED CAUSES OF ACTION, CLAIMS, SUITS, AND OTHER LEGAL PROCEEDINGS OF ANY KIND OR NATURE (REGARDLESS OF WHETHER BASED ON EXPRESS/IMPLIED/STATUTORY WARRANTY, GUARANTEE, CONDITION, MISREPRESENTATION, CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY CIVIL CODE, AND/OR ANY OTHER OR EQUITABLE OR LEGAL THEORY) ARISING FROM OR RELATED TO: (1) THESE TERMS OF USE; (2) THE RELATIONSHIP OF PARTIES; AND/OR (3) THE PROVISION/SUPPLY OF SCC, UPDATES, AND/OR SUPPORT SERVICES, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES OF ANY KIND OR NATURE IN AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE (AND NOT PER INCIDENT OR PER CLAIMANT) FOR ALL CLAIMS AND CAUSES OF ACTION), THE TOTAL FEES AND OTHER AMOUNTS PAID BY COMPANY FOR SCC HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE FIRST GIVING RISE TO A CLAIM OR CAUSE OF ACTION.

7.5 Exceptions; Unenforceability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 7 TO THE CONTRARY, CLOUDNOSYS'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 7 IN THE EVENT OR CIRCUMSTANCE OF: (A) PERSONAL INJURY OR DEATH ARISING FROM CLOUDNOSYS'S NEGLIGENCE; (B) EVENTS OR CIRCUMSTANCES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CLOUDNOSYS; (C) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6.1; OR (D) PAYMENT OF MONIES BY CLOUDNOSYS UNDER SECTION 9.1 (CLOUDNOSYS INDEMNITY). THE WAIVERS, DISCLAIMERS, LIMITATIONS, AND/OR EXCLUSIONS CONTAINED HEREIN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS BY WRITTEN WAIVER, DISCLAIMER, LIMITATION, AND/OR EXCLUSION UNDER APPLICABLE LAW, REGARDLESS OF WHETHER OR NOT CLOUDNOSYS, ITS AFFILIATES, LICENSORS, AND/OR SUPPLIERS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, BUT NOTHING HEREIN THIS SECTION 7 IS INTENDED TO AND SHALL NOT LIMIT CLOUDNOSYS, ITS AFFILIATES, LICENSORS, AND/OR SUPPLIERS LIABILITY TO THE EXTENT OR IN A MANNER THAT WOULD BE UNENFORCEABLE OR IMPERMISSIBLE UNDER APPLICABLE LAW.

#### 8. Term and Termination.

8.1 Term; Auto-Renewal. These Terms of Use and Company's access to SCC will become effective as of the date of the applicable Order is accepted by AWS and SCC is made available to the Company and shall continue

in effect thereafter as set forth in the applicable Order and these Terms of Use until such outstanding Order for SCC is completed (the "Term"), unless earlier terminated in accordance with this Section and/or these Terms of Use. Unless otherwise stated in the AWS Terms and Policies or prohibited under Applicable Law, Company's rights to access and use SCC will auto-renew upon completion of the Order that Company auto-renewal Term selected by Company (unless Company has previously opted-out of auto-renewal of SCC with AWS). Any auto-renewal Term will be priced at the fees and on the Terms of Use for SCC then-published on the AWS Marketplace.

8.2 Suspension and Termination by Cloudnosys. In addition to any rights to suspend or terminate Company's access and use of SCC (in whole or in part) under AWS Terms and Policies, Cloudnosys may suspend or terminate Company's right to use SCC (in whole or in part) at any time upon written notice if Cloudnosys determines that: (a) Company or one or more of its End Users of SCC (i) poses a security risk to SCC, the AWS Service, or any third party, (ii) may adversely impact SCC, the AWS Service, or any third party, (iii) may subject Cloudnosys, its Affiliates, its licensors, or any third party to liability, or (iv) may be fraudulent; (b) Company is in material breach of these Terms of Use (for avoidance of doubt, Company's failure to pay any fees due for SCC on a timely basis will be deemed a material breach of these Terms of Use) and/or in breach of AWS Terms and Policies or Company no longer has an AWS Account; or (c) Company is in breach of or non-compliance with any of its agreements in Sections 2.1, 2.2, or 4.1. Company will cease use of SCC identified in such notice(s) during any period of suspension, or upon termination of these Terms of Use or other termination of Company's right to use such SCC. For any termination or suspension by Cloudnosys in accordance with the foregoing, Cloudnosys will not provide, or be liable for, any refund or proration of fees.

8.3 Termination for Convenience by Cloudnosys. The Parties agree that Cloudnosys may terminate these Terms of Use and the provision of a SCC for its convenience (for any reason or for no reason) by giving Company at least thirty (30) days prior written notice (however, Cloudnosys may immediately terminate these Terms of Use for reasons set forth in Section 9.1.2) and will refund the unused fees (if any) pre-paid by Company for access to SCC for the terminated time period. The Parties agree that any termination hereof in accordance with this Section 8.3 shall NOT be treated as a breach of these Terms of Use by Cloudnosys or Company and shall not entitle the other Party to any claim for damages, losses, or expenses of any kind or nature arising from or related to such termination.

8.4 Termination by Company. Company may terminate for its convenience, these Terms of Use and/or Company's use of SCC at any time with written notice to Cloudnosys, in which event Company will NOT be entitled to a refund or credit of unused fees (if any) pre-paid by Company for access to SCC. Only if Company terminates these Terms of Use for a material breach by Cloudnosys (after giving Cloudnosys at least twenty (20) days prior written notice and an opportunity to cure such breach during such notice period) of these Terms of Use, Company will be entitled to receive a refund from Cloudnosys of the applicable unused fees (if any) pre-paid by Company for access to SCC.

8.5 Suspension and Termination by AWS. Company acknowledges that the AWS Terms and Policies include rights in AWS to suspend and terminate Company's AWS account, which will suspend or terminate Company's access to, and use of, SCC. In such event, Cloudnosys will not provide, or be liable

for, any refund, including fees pre-paid by Company for access to and use of SCC.

8.6 Company's Termination Duties. Upon expiration or termination of these Terms of Use and/or Company's use of SCC for any reason or no reason, Company will: (a) remove the affected SCC from Company's AWS account and cease any access and use of SCC; and (b) irretrievably destroy all copies in Company's possession or control of the Enabling Software, including any User Documentation provided by Cloudnosys. Upon request, Company will certify in writing that the foregoing has occurred. Termination does not relieve Company from Company's obligation to pay fees and Taxes that remain unpaid.

8.7 Survival. Upon termination or expiration of these Terms of Use and regardless of reason therefor, the following Sections shall survive such termination or expiration: Sections 1, 2.2, 2.3, 2.4, 2.6, 3, 4, 6, 7, 8, 9, and 10 and any other provision that expressly states that its terms and conditions shall survive the expiration or termination of these Terms of Use.

## 9. Indemnity.

### 9.1 Cloudnosys Indemnity.

9.1.1 IP Indemnity. Cloudnosys (at its cost) will defend ONLY Company from each IP Claim and indemnify Company from the resulting costs and damages with respect to each such IP Claim finally awarded against Company that are specifically attributable to such IP Claim or those amounts agreed to by Cloudnosys in a monetary settlement attributable to such IP Claim, subject always to the conditions, qualifications and limitations in this Section 9. The indemnity provided in this Section 9.1 for the benefit of Company states Cloudnosys's exclusive obligation and entire liability to Company and Company's exclusive right and remedy with respect to IP Claims. This indemnity is personal to Company and may not be assigned, transferred, or passed through to any third party. With respect to this Section 9.1, Cloudnosys is the indemnitor Party and Company is the indemnitee Party.

9.1.2 Mitigation. Should SCC at any time become, or in Cloudnosys's opinion could become, the subject of an IP Claim, Cloudnosys shall have the right, in its discretion and at its sole option to: (a) procure for Company the right to continue accessing and using SCC in accordance with these Terms of Use; or (b) modify SCC such that it no longer is the subject of an IP Claim, while maintaining substantially the same functionality of the then-existing SCC. If both of these options are unreasonable in Cloudnosys's opinion, then on notice to Company, Cloudnosys may, on written notice to Company, immediately terminate these Terms of Use and Company's right to access or use SCC and promptly refund to Company, the unused fees (if any) pre-paid by Company for the remaining portion of the Ordered Term that is beyond such termination date.

9.2 Company Indemnity. Company (at its cost) will defend ONLY Cloudnosys from each Trend Claim and indemnify Cloudnosys from the resulting costs and damages with respect to each such Trend Claim finally awarded against Cloudnosys that are specifically attributable to such Trend Claim or those amounts agreed to by Company in a monetary settlement of such Trend Claim, subject always to the conditions, qualifications and limitations in this Section 9. The indemnity provided in this Section 9.2 for the benefit of Cloudnosys states Company's exclusive obligation and entire liability to Cloudnosys and Cloudnosys's exclusive right and remedy with respect to Trend Claims. This indemnity is personal to Cloudnosys and may not be assigned,

transferred, or passed through to any third party. With respect to this Section 9.2, Company is the indemnitor Party and CloudnOSYS is the indemnitee Party.

9.3 Conditions of Indemnification. The indemnification obligations of each indemnitor Party are subject to and conditioned on the indemnitee Party: (a) providing prompt written notice to the indemnitor Party of an IP Claim or Trend Claim (as the case may be); (b) tendering to the indemnitor Party of the sole and complete control and authority over the defense, negotiations, litigation and/or any settlement of the IP Claim or Trend Claim (as the case may be); and (c) providing full and timely cooperation with the indemnitor Party and providing indemnitor Party with all reasonably requested information, cooperation and assistance at indemnitor Party's expense. Indemnitee Party may participate in defense of the matter at its cost with counsel of its selection. Without indemnitee Party's consent, indemnitor Party will not settle with respect to indemnitee Party, any IP Claim or Trend Claim (as the case may be) to the extent such settlement requires that indemnitee Party admit its liability or pay any money with respect to such IP Claim or Trend Claim (as the case may be). Indemnitor Party is not responsible for any costs, expenses, settlement, or compromise incurred or made by indemnitee Party without indemnitor Party's prior written approval.

## 10. General Provisions.

10.1 Assignment. Company will not assign (in whole or in part) these Terms of Use, or delegate or sublicense any of Company's rights under these Terms of Use, without CloudnOSYS's prior written consent. Any assignment or transfer in violation of this Section 10.1 will be void. In its sole discretion and without notice to Company, CloudnOSYS may assign these Terms of Use, including to any CloudnOSYS Affiliate. Subject to the foregoing, these Terms of Use will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

10.2 Interpretation. The headings within these Terms of Use are for convenience only and will not affect the interpretation of these Terms of Use. "Include", "includes", and "including" shall be interpreted as introducing a list of examples which do not limit the generality of any preceding words or any words in the list of examples.

10.3 No Waivers. The failure by either Party to enforce any provision of these Terms of Use will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. To be effective, all waivers must be in writing, specifying the provision and actions or inactions being waived, and signed by the Parties.

10.4 Export/Import Control. In connection with these Terms of Use, the access, use, export or re-export of SCC and related technical data and services (collectively "Controlled Technology") is subject to Applicable Laws with respect to the export (including "deemed export" and "deemed re-export" regulations) and import of Controlled Technology by Company and/or its End Users. Company agrees that it will at all times comply with each Applicable Law (now or hereafter in effect) that applies to direct/indirect export, re-export, or import of Controlled Technology by Company and/or its End Users and/or the performance of Company and/or its End Users hereunder that: (1) requires a license to, or otherwise prohibits the, export, re-export, import, diversion, or disclosure of such Controlled Technology; (2) prohibits or

restricts sale, use, or access to certain technology/goods/services, to specified countries, and/or by defined persons; or (3) restricts or prohibits end-use of such Controlled Technology related to the development, production, use, or proliferation of nuclear, chemical or biological weapons, missiles, or other weapons of mass destruction. Company represents and warrants to Cloudnosys that neither Company nor any of its End Users are under the control of, located in, or a resident or national of any country or region subject to any embargo or applicable trade sanction and are not a prohibited person or prohibited entity as defined in any Applicable Law.

10.5 Governing Law; Venue/Jurisdiction. The Parties agree that these Terms of Use (and any amendments, additions, renewals, supplements or modifications hereto) and any questions, disputes, claims, causes of action, and proceedings based on, arising out of, or related to, these Terms of Use, or its validity, interpretation, construction, or termination or the relationship, rights, duties, or performance of the Parties arising from or related in any way hereto, will be governed by and construed in accordance with the laws of the State of New York (USA) and controlling U.S. federal law applicable to agreements entered into and to be performed wholly therein, excluding its conflicts of laws principles and rules. These Terms of Use will not be interpreted or governed by the Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods, the application of each of which is hereby expressly excluded. The Parties mutually agree to and do hereby irrevocably submit and consent to the sole and exclusive in personam jurisdiction of: (a) the United States District Court for the Southern District of New York, located in the County of New York, but if such court shall determine that it does not and cannot have subject matter jurisdiction over such action, matter, or proceeding; then to, (b) the Supreme Court of the State of New York, located in the County of New York that will have such sole and exclusive in personam jurisdiction over such action, matter, or proceeding. In Canada, the following language shall apply hereto: The Parties have required that these Terms of Use be drawn up in English and have also agreed that all notices or other documents required by or contemplated in these Terms of Use be written in English. Les Parties ont exigé que ces conditions d'utilisation soient rédigées en anglais et ont également convenu que tous les avis ou autres documents exigés ou prévus dans les présentes conditions d'utilisation soient rédigés en anglais.

10.6 Government Agency Use. SCC (including any component software) and accompanying User Documentation have been developed solely at private expense by Cloudnosys and/or its suppliers/licensors, consisting of commercially-available items, commercially-available computer software, commercially-available hardware, technical documentation, and/or commercially-available user documentation with the same rights and restrictions generally applicable to SCC. Access and use of SCC by any Government Agency may be subject to mandatory applicable laws; provided, however, except for the limited right to access and use SCC granted in Sections 2.1.1 and 2.1.2 above, no right, title, or interest in or to any software, hardware, binary code, or service (or updates and documentation) is granted or transferred hereunder to any Government Agency accessing and/or using SCC. If any Government Agency requires or needs greater or different rights in or to access and/or use SCC other than those rights that are granted in these Terms of Use, the Parties will discuss such additional requirements and the additional fees/charges applicable thereto, and if additional or different rights are agreed, the parties will enter into a specific written agreement with respect thereto. In this Section 10.6, "Government Agency" shall mean a national, federal, provincial, state,

municipal, and/or local agency or entity that Orders through the AWS Marketplace (for its AWS Account) for the right to access/use a SCC under these Terms of Use.

#### 10.7 Notices.

10.7.1 If to Company. Cloudnosys may provide any notice to Company under these Terms of Use by: (a) posting a notice on <https://www.cloudnosys.com> (the "Cloudnosys Site"); or (b) sending a message to the email address then associated with Company's AWS Account and Company hereby consents and directs AWS to provide such email address to Cloudnosys when requested. Notices Cloudnosys provides by posting on the Cloudnosys Site will be effective upon posting and notices that Cloudnosys provides by email will be effective when Cloudnosys sends the email. It is Company's responsibility to keep Company's email address current.

10.7.2 If to Cloudnosys. To give Cloudnosys notice under these Terms of Use, Company must contact Cloudnosys as follows: (a) by email to [info@cloudnosys.com](mailto:info@cloudnosys.com); or (b) by personal delivery, overnight courier or registered or certified mail to Cloudnosys Incorporated, 205 Market PL. Roswell, GA 30075 to the attention of President with a copy to the General Counsel. Cloudnosys may update the email or mailing address for notices by posting a notice on the Cloudnosys Site. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one (1) business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent.

10.8 Severability; Enforcement. The Parties agree that the unenforceability or invalidity of any term or provision of these Terms of Use shall not impair the enforceability or validity of any other part of these Terms of Use. In the event that any term or provision of these Terms of Use conflicts with the governing law under which these Terms of Use is to be construed or if any such term or provision is held invalid or unenforceable in whole or in part by a court with jurisdiction over the Parties, the Parties agree that the court making such determination shall have the power, and the Parties hereby request that such court exercise such power, to modify, amend, or restate any such unenforceable term or provision of these Terms of Use in lieu of severing such unenforceable term or provision in its entirety, whether by rewriting the offending term or provision, deleting any or all of the offending term or provision, adding additional language to these Terms of Use, or by making such other modifications as it deems appropriate that is valid and enforceable that and that comes closest to expressing the original intention of the Parties to the greatest lawful extent under these Terms of Use.

10.9 Force Majeure. If Cloudnosys's performance of any of its obligations under these Terms of Use is affected or prevented by events, conditions, and/or circumstances beyond Cloudnosys's control, including, without limitation, war, terrorism, or armed conflict; cyber-attacks, network intrusions, "zero day" threats, state-actor hacking, or denial-of-service attacks; telecom/internet congestion, slowdown or outage; computer, networks, or systems failure or delays involving hardware or software not within Cloudnosys's possession and control; or labor strike or boycott; then and in each such event/condition, Cloudnosys will be excused from such performance, provided that Cloudnosys: (a) provides prompt written notice of such event/condition, the nature of such event/condition and the expected duration



of such event/condition to Company; (b) takes all steps reasonably necessary under the circumstances to mitigate the effects of the interfering event/condition; and (c) resumes performing its affected obligations promptly following the removal of such interfering event/condition. CloudnOSYS will be relieved from performing its affected obligations under these Terms of Use for the duration of such event/condition and any such delay or failure shall not constitute a breach of these Terms of Use by CloudnOSYS.

10.10 Independent Contractors. Nothing in these Terms of Use is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder, and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Party has any authority to act as agent for, or to incur any obligations on behalf of or in the name of, the other Party or its Affiliates.

10.11 Third Party Beneficiaries. All disclaimers, limitations of damages and remedies, and exclusions and limitations of liabilities in these Terms of Use that are applicable to CloudnOSYS also extend to and apply in respect of CloudnOSYS's Affiliates, suppliers (specifically including AWS), and licensors as third party beneficiaries. Except as set forth in the immediately preceding sentence, these Terms of Use are entered into solely between and for the benefit of, and may be enforced only by, the Parties hereto and no third party shall have any right/benefit hereunder, whether arising hereunder, under any statute now or hereafter enacted (such as Contracts (Rights of Third Parties) Act of 1999 in the UK and similar laws enacted in Ireland, Singapore, New Zealand, Hong Kong S.A.R., and certain states of Australia, the application of each of which is hereby barred and disclaimed), or otherwise. Except as set forth in the first sentence of this Section, these Terms of Use do not, and shall not be deemed to, create any express or implied rights, remedies, benefits, claims, or causes of action (legal, equitable or otherwise) in or on behalf of any third parties including employees, independent consultants, agents, suppliers, and Affiliates of a Party, or otherwise create any obligation or duty to any third party.