

Terms and Conditions

These terms (the "**Terms**") together with any other agreements or terms incorporated by reference, govern the use of the Savvy Security Platform. These Terms constitute a binding and enforceable legal contract between Savvy Security, Inc. a Savvy incorporated under the laws of the State of Delaware ("**Savvy**") and the customer (the "**Customer**") entering into an order form incorporating these Terms by reference (an "**Order**"). By accepting these Terms through execution of an Order, or by using the Savvy Security Platform, Customer agrees to these Terms.

1. **Subscription.** Subject to the terms and conditions of these Terms, Savvy hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to install, remotely access (i.e. on a SaaS basis) and/or use (as the case may be) the Savvy Platform (the "**Platform**") during the Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Platform**" also includes any appliance and any manual or documentation ("**Documentation**") provided or made available to Customer in connection with the operation of the Platform. Customer may only use the Platform in accordance with the Documentation, subject to the use limitations indicated in Order and applicable laws and regulations.

2. **Services.**

2.1 The Platform may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to access and use the Platform (each, a "**User**"). Customer shall immediately report any unauthorized access or use of the Platform to Savvy. In order to access the Platform, Customer and/or its Users may be required to set up an administrative account with Savvy ("**Account**"). Customer warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities of its Users and all activities that occur under or in its Account. Customer will require that all Users keep their user ID and password information strictly confidential. .

2.2 In the event Customer wishes to receive any additional services from Savvy, such as installation, deployment, configuration, customization, integration, training, or other professional services ("**Professional Services**") Customer shall request same from Savvy in writing, and, subject to Savvy's agreement in its sole discretion, such Professional Services shall be set out in sequential Statements of Work to these Terms, as shall be negotiated and executed by both Parties (each, a "**SOW**"). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into these Terms by reference. To the extent of any conflict between the main body of these Terms and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

3. **Subscription Fees.**

3.1 Unless otherwise specified in the Order: (i) Customer will pay all amounts due under these Terms in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Savvy' net income.

4. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Savvy, Customer must not, and shall not allow any User or any third party to,

directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publically perform, or display any part of the Platform (including by incorporation into its products), or use the Platform to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under these Terms with any third party (including but not limited to offering the Platform as part of a time-sharing, outsourcing or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Savvy to disclose the source code of the Platform to any third party; (iv) disclose the results of any testing or benchmarking of the Platform to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Platform's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Platform; (vii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (viii) export, make available or use the Platform in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (i.e., software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Platform.

5. **Personal Data.** Each party hereby warrants and represents that (a) it will provide all appropriate notices, and has obtained and will maintain all required informed consents and licenses and will maintain all ongoing legal bases, and (b) it will comply at all times with any and all applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation ("**GDPR**")), for allowing Savvy to use and process the data in accordance with these Terms (including, without limitation, the provision of such data to Savvy (or access thereto) and the transfer of such data by Savvy to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Platform and the performance of these Terms.

6. **Mutual Warranties.** Each Party further represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

7. **Intellectual Property Rights.**

7.1 The Platform is not for sale and is Savvy's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements, modifications and derivative works thereof) and any other products, deliverables or services provided by Savvy, are and shall remain owned solely by Savvy or its licensors. These Terms does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance herewith. Nothing herein constitutes a waiver of Savvy's intellectual property rights under any law.

7.2 Any anonymous information, which is derived from the use of the Platform (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Platform) which is not personally identifiable information and which does not identify Customer ("**Analytics Information**") may be used for providing the Platform, for development, and/or for statistical purposes. Such Analytics Information is Savvy's exclusive property.

7.3 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Platform by or on behalf of Customer or otherwise integrated with the Platform via an API, or data belonging to Customer's applications within the environment in which the Platform is made available ("**Customer Data**"). Customer hereby grants Savvy a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Savvy's subcontractors, if applicable), non-transferable right and license, during the Term, to access and use the Customer Data, including without limitation for Savvy's provision of the Platform and/or services hereunder.

8. **Third Party Components.** The Platform may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components will be provided to Customer upon request and may be updated from time to time by Savvy. If there is a conflict between any open source license and the terms of these Terms, then the open source license terms shall prevail but solely in connection with the related third party open source software. Savvy makes no warranty or indemnity hereunder with respect to any third party open source software.

9. **Confidentiality.** Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under these Terms ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent

that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

10. **LIMITED WARRANTIES.** Savvy represents and warrants that, under normal authorized use, the Platform shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Savvy's sole liability for breach of this warranty, Savvy shall use commercially reasonable efforts to repair the Platform. The warranty set forth herein shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than Savvy or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform; (iii) use of the Platform other than in accordance with the Documentation; or (iv) the combination of the Platform with equipment or software not authorized or provided by Savvy. SAVVY DOES NOT WARRANT THAT: (i) THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE PLATFORM WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 6 AND THIS SECTION 10, SAVVY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. SAVVY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. SAVVY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

11. **LIMITATION OF LIABILITY.**

11.1 WITHOUT DEROGATING FROM SAVVY'S INDEMNIFICATION OBLIGATION UNDER SECTION 12 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF EACH PARTY'S INTELLECTUAL PROPERTY RIGHTS; (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO SAVVY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO SAVVY UNDER THESE TERMS.

12. **Indemnification.**

- 12.1 Savvy agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Platform, when used as permitted under these Terms and the Order, infringes intellectual property rights of a third party (“**IP Infringement Claim**”); and Savvy will pay any damages awarded in a final judgment against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Savvy in writing of such claim; and (ii) Customer grants Savvy the sole authority to handle the defense or settlement of any such claim and provides Savvy with all reasonable information and assistance in connection therewith, at Savvy’s expense. Savvy will not be bound by any settlement that Customer enters into without Savvy’s prior written consent.
- 12.2 If the Platform becomes, or in Savvy’s opinion is likely to become, the subject of an IP Infringement Claim, then Savvy may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Savvy’s reasonable efforts, then Savvy may terminate these Terms and Savvy shall also provide a refund for any amount pre-paid by Customer for such returned Platform for the remaining unused period of the license.
- 12.3 Notwithstanding the foregoing, Savvy shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Platform made by a party other than Savvy or its designee; (ii) Customer’s failure to implement software updates provided by Savvy specifically to avoid infringement; or (iii) combination or use of the Platform with equipment, devices or software not supplied by Savvy or not in accordance with the Documentation.
- 12.4 This Section 12 states Savvy’s entire liability, and Customer’s exclusive remedy, for any IP Infringement Claim.

13. **Term and Termination.**

- 13.1 These Terms shall enter into force and effect on the Effective Date and shall remain in full force and effect as set forth in the Order.
- 13.2 Either Party may terminate these Terms with immediate effect upon written notice if (a) the other Party materially breaches these Terms and such breach remains uncured fifteen (15) days after having received written notice thereof; or (b) a receiver is appointed for the other Party, if the other Party makes a general assignment for the benefit of its creditors, or if the other Party commences proceedings under any bankruptcy or insolvency law.
- 13.3 Upon termination or expiration of these Terms: (i) the Platform license granted to Customer under these Terms shall expire, and Customer shall discontinue any further use thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer’s or any of its representatives’ possession or control; and (iii) Savvy may delete all Customer Data. The provisions of these Terms (including Exhibit A) that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive, including but not limited to Sections 9 and 11 hereof. The termination of these Terms shall not limit Savvy from pursuing any other remedies available to it under applicable law. Customer shall be responsible for downloading its Customer Data prior to termination of these Terms.

14. **Miscellaneous.** These Terms, and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Platform by an agency, department, or other entity of the United States government shall be governed solely by the terms of these Terms. Neither Party may assign its rights or obligations under these Terms without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, these Terms may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which these Terms relates. Without derogating from and subject to the abovementioned, these Terms will bind and benefit each Party and its respective successors and assigns. These Terms shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of New York, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. These Terms does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Savvy will not be liable for any delay or failure to provide the Platform resulting from circumstances or causes beyond the reasonable control of Savvy including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Savvy. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by electronic mail and sender receives acknowledgment of receipt. These Terms may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

EXHIBIT A
SERVICE LEVEL AGREEMENT

During the term of the Order, Savvy will use commercially reasonable efforts to make the Platform available with a Yearly Uptime Percentage (defined below) of at least 99.5% during each yearly billing cycle (the "**Service Commitment**").

The following definitions apply to this SLA:

- "**Downtime**" or "**Downtime Incident**" means the time in which Platform is unavailable to Customer as measured and determined solely by Savvy based on its servers. Downtime Incidents shall exclude: (i) reasonable planned downtime incidents announced at least twenty-four (24) hours' in advance by Savvy, including without limitation, for periodic upgrade and maintenance, cyber attacks on Savvy's collectors (hardware or virtual) within Customer's network; (ii) network disruption between a Customer's network and the Platform outside of Savvy's control; (iii) Downtime Incidents that are caused by the SLA Exclusions specified below; (iv) separate instances of Software unavailability of less than five (5) minutes duration each; and/or (v) any time where Savvy is awaiting information from Customer or awaiting Customer's confirmation that the Platform has been restored.
- "**Downtime Period**" means the number of minutes in a calendar year during which the Platform is unavailable to Customer due to Downtime Incident(s).
- "**Yearly Uptime Percentage**" means the yearly uptime expressed as a percentage, calculated based on the total number of minutes in a yearly billing cycle, minus the Downtime Period, divided by the total number of minutes in a yearly billing cycle.

Other SLA Exclusions

The SLA does not apply to any: (a) features or services excluded from the Terms (as specified in the associated Documentation); or (b) Downtime Incidents that: (i) are caused by factors beyond Savvy's reasonable control (including without limitation any force majeure event (including but not limited to strikes, shortages, riots, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis)), failure of Internet access or any public telecommunications network, or shortage of adequate power or transportation facilities); (ii) are attributable to repair, maintenance or modification of Savvy's Platform by persons not authorized by Savvy; (iii) resulted from accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of Savvy's Platform; (iv) resulted from use of Savvy's Platform other than in accordance with the Documentation or in violation of the Agreement; (v) resulted from Customer's or a third party's equipment, software or other technology (other than third party equipment within Savvy's direct control); and/or (vi) resulted from the combination of Savvy's Platform with equipment or software not authorized or provided by Savvy or otherwise approved by Savvy in the Documentation.