General Terms and Conditions

These General Terms and Conditions ("General Terms") between Waterleaf International, LLC., a Florida corporation, with its principal place of business at 11571 Majestic Palms Blvd., Suite 110, Fort Myers, Florida 33908, U.S.A dba Cyberleaf ("Cyberleaf" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Cyberleaf's Offerings described in the Order to which these General Terms are referenced. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Definitions Exhibit attached hereto or elsewhere in the applicable Order.

1. License Rights

General Rights. You have the nonexclusive, worldwide, nontransferable and non-sublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

Copies for On-Premise Products. You have the right to make a reasonable number of copies of On-Premise Products for archival and back-up purposes.

Cyberleaf Extensions. You may use Cyberleaf Extensions in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Cyberleaf Extensions. Some Cyberleaf Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open-Source Software). These broader rights will apply to that Cyberleaf Extension. Cyberleaf Extensions may be installed on Hosted Services pursuant to our instructions.

Trials and Evaluations. Offerings provided for trials and evaluations, as specified in an Order, are provided at no charge and will be used only for the specified purpose and limited duration.

Beta Licenses. Some Offerings may be available to you as a preview, or as an alpha, beta, or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers

If you purchase Offerings through a Cyberleaf authorized reseller, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller, not Cyberleaf. You will have no direct Fee payment obligations to Cyberleaf for those Offerings.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between you and the authorized reseller. No agreement between you and an authorized reseller is binding on Cyberleaf or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents ("Third-Party Providers") to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Provider's actions relating to or use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services

Service Levels. When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. If a Service Level Agreement applies to your Hosted Service (as identified in the applicable Order), the Service Level Agreement and associated remedies will apply to the availability and uptime of the Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Agreement.

Data Protection. Please refer to Sections 9 and 10 below for information on Cyberleaf's security and data protection programs for our Hosted Services.

Maintaining Protections. Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Cyberleaf may not, during a Term materially diminish the security protections provided by the controls set for the Hosted Service.

Connections. You are responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use Hosted Services, and for paying all associated charges.

Your Responsibility for Data Protection. You are responsible for: (i) selecting from the security configurations and security options made available by Cyberleaf in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content (unless you have specifically purchased a Purchased Offering for archiving or backup for that applicable Hosted Service). You agree to notify Cyberleaf immediately if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen. You also agree that you understand the capabilities and limitations of the Hosted Service offerings,

Data Restrictions. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within the Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

Refund Upon Termination for Cyberleaf's Breach. If a Hosted Service is terminated by you for Cyberleaf's uncured material breach in accordance with these General Terms, Cyberleaf will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

Return of Customer Content. Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and we will delete all remaining Customer Content, unless we are otherwise legally prohibited from doing so as provided in Section 9. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

5. Support and Maintenance

Your Purchased Offerings may include support and maintenance services as part of your purchase. The specific Support Program purchased with a Purchased Offering will be identified in the applicable Order. Cyberleaf will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Professional Services

Cyberleaf offers standard services to implement and configure your Purchased Offerings, subject to the payment of the Fees for these services as set forth in the applicable Order. Cyberleaf will provide the professional services in accordance with the terms of the Professional Services Exhibit attached to these General Terms.

7. Use Restrictions

Except as expressly permitted in an Order or our Documentation, you agree not to (nor allow any third party to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering

for service bureau purposes, or for any purpose other than your own Internal Business Purposes; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, Offerings; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Cyberleaf or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

8. Our Ethics, Compliance and Corporate Responsibility

Ethics and Corporate Responsibility. Cyberleaf is committed to acting ethically and in compliance with applicable law and we have policies and guidelines in place designed to provide awareness of, and compliance with, the laws and regulations that apply to our business globally. We are committed to ethical business conduct, and we strive to perform in accordance with the highest global ethical principles.

Anti-Corruption. We use diligent efforts to implement and maintain programs to ensure compliance with applicable anti-corruption and anti-bribery laws. Cyberleaf policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Cyberleaf.

Export. We certify that Cyberleaf is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://cyberleaf.io/legal

9. Data Protection

Cyberleaf follows globally recognized data protection principles and industry-leading standards for the security of Client Personal Data. Cyberleaf's data protection practices are set forth in Information Security Addendum and the Cyberleaf Privacy Policy, and include (as applicable) standard terms for the processing of Personal Data as defined under GDPR and Personal Information as defined under the CCPA.

Cyberleaf acts as a Service Provider as defined under CCPA with respect to Client Personal Data. Cyberleaf will not retain, use, or disclose Client Personal Data for any purpose other than for the specific purpose of delivering the Purchased Offerings, or as otherwise permitted by the CCPA. The parties acknowledge and agree that the Client Personal Data that you disclose to us is provided to us for your Business Purposes as defined under CCPA.

Cyberleaf shall promptly upon your request or in any event within 30 calendar days of the effective date of termination of the Agreement: (a) return a copy of all Client Personal Data to Client by secure file transfer; or (b) delete and procure the deletion of all other copies of Client Personal Data. Notwithstanding the foregoing of we may retain Client Personal Data to the extent required by applicable laws, rules, and regulations, but only to the extent and for such period as required by laws, rules, and regulations. If required by law to retain Client Personal Data, we will continue to maintain the confidentiality of such Client Personal Data and only process Client Personal data as necessary for the purpose specified in the applicable laws, rules, and regulations that require its storage.

10. Security

General Security. Cyberleaf's information security management system ("ISMS") is designed to protect the confidentiality, integrity and availability of customer data. Cyberleaf employees receive regular training on Cyberleaf's security policies and procedures, including annual training on secure data handling practices, and supplemental, targeted trainings as appropriate. Employees are background checked and Cyberleaf vendors are risk assessed prior to onboarding to determine if their data protection and security practices meet Cyberleaf's standards.

Offering Security. Hosted Services meet industry leading cloud security standards appropriate to the nature of service provided. We have commercially reasonable physical, technical, and procedural measures in place to protect Customer Content against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Cyberleaf. Cyberleaf follows industry standard security controls for the processing of customer data accessed or received through activities such as maintenance, implementation, or configuration services. Those industry standard security controls are set forth in Cyberleaf's Information Security Addendum ("ISA") located at https://cyberleaf.io/legal.

Product Development Security. Cyberleaf deploys secure software development practices and uses a risk-based approach when applying its standard software development lifecycle ("SDLC") methodology, which may include such things as performing security architecture reviews, open-source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Cyberleaf categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

11. Usage Data

From time to time, Cyberleaf may collect Usage Data generated as a by-product of your use of Offerings (e.g., technical information about your operating environment and sessions, systems architecture, page loads and views, product versions, number and type of searches, number of users, source type and format). Usage Data does not include Customer Content or Client Personal Data. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Cyberleaf Offerings. Details on Cyberleaf's Usage Data collection practices are set forth in Cyberleaf's Privacy Policy located at https://cyberleaf.io/legal.

12. Capacity and Usage Verification

Certification. At Cyberleaf's request, you will furnish Cyberleaf a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. Also, if your Purchased Offering requires usage reporting (as specified and agreed in the Order), you agree to provide this reporting pursuant to those requirements.

Specific Product Verification. For On-Premise Products, we may ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Cyberleaf requests a verification process, you agree to provide Cyberleaf reasonable access to the On-Premise Product installed at your facility (or as hosted by your Third-Party Provider). If Cyberleaf does any verification, it will be performed with as little interference as possible to your use of the On-Premise Product and your business operations. Cyberleaf will comply with your (or your Third-Party Providers') reasonable security procedures provided in advance to Cyberleaf.

Overages. If a verification or usage report reveals that you have exceeded the purchased Capacity or the scope of your license grant for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Cyberleaf's foregoing rights, with respect to Hosted Services, Cyberleaf may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. For the avoidance of doubt, notwithstanding anything to the contrary herein, Cyberleaf will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller.

13. Our Use of Open Source

Certain Offerings may contain Open-Source Software. Cyberleaf makes available in the applicable Documentation a list of Open-Source Software incorporated in our On-Premise Products as required by the respective Open Source Software licenses. Any Open-Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support, and indemnification provisions applicable to the Offering. Some of the Open-Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Third-Party Products, Third-Party Content and Unsupported Cyberleaf Extensions

Third-Party Products. Cyberleaf may make third party software and products available to you for you to purchase and license directly from the third party and/or Cyberleaf may resell such third-party software and products ("Third-Party Product"). Third-Party Products include any Extensions developed and/or made available by a third party. Cyberleaf makes no promises or guarantees related to Third-Party Products. Cyberleaf makes Third-Party Products available to you as a convenience to its customers. Cyberleaf neither controls nor endorses, nor is Cyberleaf responsible for, any Third-Party Product, including the accuracy, integrity, quality, legality, usefulness or security of the Third-Party Product. Nothing in these General Terms or on an Order will be deemed to be a representation or warranty by Cyberleaf with respect to any Third-Party Product, even if a particular Third-Party Product is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Product at any time. Your use of a Third-Party Product is at your own risk and is governed by the relevant terms, conditions and policies provided by the provider of the Third-Party Product. In the event of any conflict between these General Terms and those in the relevant license agreement applicable to such Third-Party Product, the terms of the applicable license agreement shall prevail with respect to use of that Third-Party Product. Further, you may be required to enter into a

separate agreement between you and the provider of the Third-Party Product or a separate reseller agreement between you and us with terms passed through from the provider of the Third-Party Product.

Third-Party Content. Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Cyberleaf access to your accounts with such providers to the extent necessary for Cyberleaf to allow the interoperation with the Hosted Service. By requesting or allowing Cyberleaf to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the provider's terms to allow such access. If you install or enable (or direct or otherwise authorize Cyberleaf to install or enable) Third-Party Content for use with a Hosted Service where the interoperation includes access by the third-party provider to your Customer Content, you hereby authorize Cyberleaf to allow the provider of such Third-Party Content to access Customer Content as necessary for the interoperation. You agree that Cyberleaf is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Cyberleaf liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of, and/or reliance upon, any Third-Party Content, sites or resources.

Unsupported Cyberleaf Extensions. The Service Level Agreement commitments for any applicable Hosted Services will not apply to Cyberleaf Extensions labeled on Cyberleaf as "Not Supported." You agree that Cyberleaf is not responsible for any impact on your experience of a Hosted Service as a result of your installation and/or use of any "Not Supported" Cyberleaf Extensions, and that your sole remedy will be to remove the "Not Supported" Cyberleaf Extension from the applicable Hosted Service. Further, some Cyberleaf Extensions may not be compatible or certified for use with that Hosted Service. Please refer to the applicable Documentation for more information related to the Cyberleaf Extensions compatible with your specific Purchased Offering.

15. Your Compliance

Lawful Use of Offerings. When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users' and Third-Party Providers' compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content.

Registration. You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. Shared username and password combinations may be authorized for trouble ticketing and general communications systems. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Cyberleaf may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Cyberleaf. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

Export Compliance. You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are

not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan, and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

16. Confidentiality

Confidential Information. Each party may disclose (the "Disclosing Party") to the other (the "Receiving Party") Confidential Information. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature; (ii) limit use of Disclosing Party's Confidential Information for purpose of delivering and receiving the Purchased Offerings consistent with these General Terms, and (iii) limit access to Disclosing Party's Confidential Information to its employees, contractors and agents or those of its Affiliates who have a bona fide need to access such Confidential Information for purposes consistent with these General Terms and who are subject to confidentiality obligations no less stringent than those herein; provided, that each party assumes full responsibility for the acts or omissions of the persons and entities to whom each makes disclosures of the other party's Confidential Information no less than if the acts or omissions were those of Cyberleaf and Client, respectively.

Compelled Disclosure of Confidential Information. Notwithstanding the foregoing terms, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law enforcement agencies or regulators to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

17. Payment

The payment terms below only apply when you purchase Offerings directly from Cyberleaf. When you purchase from an authorized reseller, the payment terms are between you and the authorized reseller.

Fees. You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Cyberleaf's invoice or as otherwise stated in the Order.

Credit Cards. If you pay by credit or debit card, you: (i) will provide Cyberleaf or its designated third-party payment processor with valid credit or debit card information; and (i) hereby authorize Cyberleaf or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing

frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Cyberleaf in a timely manner of any changes to such information.

Taxes. All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

18. Cyberleaf's Warranties

Relationship to Applicable Law. We will not seek to limit our liability, or any of your warranties, rights, and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

General Corporate Warranty. Cyberleaf warrants that it has the legal power and authority to enter into these General Terms.

Hosted Services Warranty. Cyberleaf warrants that during the applicable Term: (i) Cyberleaf will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. If Cyberleaf breaches this warranty, your sole and exclusive remedy, and Cyberleaf's entire liability, will be correction or reperformance of the deficient Hosted Service, or if Cyberleaf cannot so correct or reperform the deficient Hosted Service within 90 days of receipt of your notice thereof, you may terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term. This limited warranty will not apply to the extent the nonconformity was caused by your abuse or misuse of the Hosted Services.

On-Premise Product Warranty. Cyberleaf warrants that for a period of ninety (90) days from the Delivery of an On-Premise Product, the On-Premise Product will substantially perform the material functions described in the applicable Documentation for such On-Premise Product, when used in accordance with the applicable Documentation. Cyberleaf's sole liability, and your sole remedy, for any failure of the On-Premise Product to conform to the foregoing warranty, is for Cyberleaf to do one of the following (at Cyberleaf's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premise Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premise Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premise Product and refund the Fees paid by you for such non-conforming On-Premise Product.

Disclaimer of Implied Warranties. Except as expressly set forth above, the Offerings are provided "as is" with no warranties or representations whatsoever, express, or implied. Cyberleaf and its suppliers and licensors disclaim all warranties and representations, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Cyberleaf does not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

19. Ownership

Offerings. As between you and Cyberleaf, Cyberleaf owns and reserves all right, title, and interest in and to the Offerings, developer tools and other Cyberleaf materials, including all intellectual property rights therein. We retain rights in anything delivered or developed by us or on our behalf under these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

Customer Content. You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service and/or other Purchased Offerings.

Feedback. You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. If, however, you provide any Feedback, you hereby grant to Cyberleaf a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display, and perform, disclose and otherwise commercially exploit the Feedback.

20. Term and Termination

Term and Renewal. These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least thirty (30) days in advance of the expiration of the Term or then-current renewal period.

Termination for Uncured Breach. Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within ten (10) days of receipt of the notice.

Termination for Insolvency. Cyberleaf may terminate these General Terms, including the Purchased Offerings, immediately upon written notice to you in if you are unable to pay your debts as due, or enter into or file or have filed or commenced against you a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States or of any other country or jurisdiction, or have a trustee, receiver or liquidator appointed for all or a substantial part of you assets.

Effect of Termination or Expiration. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Cyberleaf materials and Cyberleaf Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or

destruction. Upon termination of these General Terms or any Purchased Offering, Cyberleaf will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

Survival. The termination or expiration of these General Terms will not affect any provisions herein which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, ownership of intellectual property, confidentiality, payment obligations, effect of termination, limitation of liability, privacy, and the "Miscellaneous" section in these General Terms.

Suspension of Service. In the event of (i) a breach or threatened breach of this Agreement which poses an imminent threat to the Hosted Services or (ii) a determination by Cyberleaf that continued use of the Hosted Services may result in harm to the Cyberleaf systems or other Cyberleaf customers, or result in a violation of applicable law, regulation, legal obligation, or rights of any third party, Cyberleaf may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach or circumstances are cured or Cyberleaf reasonably believes there is no longer a threat, provided that we will give you at least five (5) days' prior notice before suspension, unless prohibited by law or if we determine that a suspension on a shorter or contemporaneous notice is necessary to protect Cyberleaf or its other customers from imminent operational, legal, or security risk. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

21. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. For the avoidance of doubt, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Agreement. Furthermore, the cap above will not be deemed to limit Cyberleaf's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

The foregoing limitations will apply whether the action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

The limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence, or willful misconduct of a party.

22. Indemnity

Our Indemnification to You. Cyberleaf will defend and indemnify you and pay all damages (including attorneys' fees and costs) awarded by the court against you, or that are agreed to by Cyberleaf in a

settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by the government) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Cyberleaf will have no obligation under the foregoing provision to the extent a Customer Claim arises from your or your Third-Party Providers' breach of these General Terms, your use of a Purchased Offering in a manner otherwise not consistent with the terms of this Agreement including related documents, your use of a version of the Purchased Offering that has been superseded if the infringement could have been avoided by using a more current version of the Purchased Offering made available by Cyberleaf, your Customer Content, Third-Party Products, Third-Party Content, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Products or Third-Party Content; (iii) any software other than software provided by Cyberleaf; or (iv) any hardware or equipment. In the event of a Customer Claim, Cyberleaf may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired.This indemnity states Cyberleaf's sole liability, and your exclusive remedy, for any type of claim described in this provision.

Your Indemnification to Us. Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys' fees and costs) awarded against Cyberleaf, or that are agreed to by you in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Cyberleaf or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation; or (iii) arises from any of the exceptions to our indemnification obligation set forth in the paragraph above.

Mutual Indemnity. Each party will defend (or settle), indemnify and hold harmless the other party and its Affiliates at its expense, any action brought against the other party by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

Process for Indemnification. The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at the indemnifying party's expense.

23. Updates to Offerings

Our Offerings and policies may be updated over the course of our relationship. From time to time, Cyberleaf may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will alter our liability or the allocation of risk between us under these General

Terms; (c) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (d) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification.

24. Governing Law

These General Terms will be governed by and construed in accordance with the laws of the State of Florida, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal action or proceeding arising under these General Terms will be brought exclusively in the federal or state courts located in the Southern District of Florida and the parties hereby consent to personal jurisdiction and venue therein. Cyberleaf may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of intellectual property or other proprietary rights of Cyberleaf, its Affiliates, or any third party.

Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

25. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Cyberleaf customer on Cyberleaf's websites. Any further public use of your name in connection with Cyberleaf marketing activities (e.g., press releases) will require your prior approval.

26. Miscellaneous

Different Terms. Cyberleaf expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice, or license key that Cyberleaf may issue.

No Future Functionality. You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Cyberleaf regarding future functionality or features.

Notices. Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

Assignment. Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Cyberleaf may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Cyberleaf's assets to

which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

U.S. Government Use Terms. Cyberleaf provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data–Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cyberleaf to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

Waiver; Severability. The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms will remain in full force and effect, and the provision affected will be construed to be enforceable to the maximum extent permissible by law.

Integration; Entire Agreement. These General Terms along with any additional terms incorporated herein by reference, constitute the complete and exclusive understanding and agreement between the parties and supersedes all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

Force Majeure. Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Independent Contractors; No Third-Party Beneficiaries. The parties are independent contractors. These General Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. Neither party has the authority to bind or act on behalf of the other party in any capacity or circumstance whether by contract or otherwise.

General Terms Definitions Exhibit

“Affiliates” means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, “control” means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

“Capacity” means the measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order.

“CCPA” means the California Consumer Privacy Act of 2018.

“Client Personal Data” means information that is processed by Cyberleaf, or collected by Cyberleaf, on behalf of Client which identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular identified or identifiable person or household.

“Confidential Information” means all nonpublic information disclosed by a party ("Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as “confidential” or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential. Notwithstanding the foregoing, “Confidential Information” does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“Content Subscription” means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules, and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

“Customer Content” means any data that is ingested by or on behalf of you into an Offering from your internal data sources.

“Delivery” means the date of Cyberleaf’s initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Cyberleaf makes the applicable Offering available to you for access and use.

“Documentation” means the online user guides, documentation and help and training materials published on Cyberleaf’s website (such as at http://docs.Cyberleaf.com/Documentation) or accessible through the applicable Offering, as may be updated by Cyberleaf from time to time.

“Enhancements” means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Cyberleaf to its customers under the terms and conditions in the Support Exhibit.

“Extension” means any separately downloadable or accessible suite, configuration file, add-on, technical add-on, example module, command, function, playbook, content, or application that extends the features or functionality of the applicable Offering.

“Fees” means the fees that are applicable to an Offering, as identified in the Order.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act.

“Hosted Service” means a technology service hosted by or on behalf of Cyberleaf and provided to you.

“Internal Business Purpose” means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Such use does not include use on a service bureau basis or otherwise to provide services to, or process data for, any third party, or otherwise use to monitor or service the systems, networks, and devices of third parties.

“ITAR Data” means information protected by the International Traffic in Arms Regulations.

“Offerings” means the products, services and other offerings that Cyberleaf makes generally available, including without limitation On-Premise Products, Hosted Services, Support Programs, Content Subscriptions and Professional Services.

“On-Premise Product” means the Cyberleaf software that is delivered to you and deployed and operated by you or on your behalf on hardware designated by you, and any Enhancements made available to you by Cyberleaf.

“Open-Source” means software that is licensed under a license approved by the Open-Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

“Orders” means Cyberleaf’s quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Cyberleaf (directly or indirectly through an authorized reseller) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Cyberleaf quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

“PCI Data” means credit card information within the scope of the Payment Card Industry Data Security Standard.

“PHI Data” means any protected health data, as defined under HIPAA.

“Purchased Offerings” means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller.

“Service Level Agreement” means a Cyberleaf policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

“Cyberleaf Extensions” means Extensions made available through Cyberleaf as built by Cyberleaf (and not by any third party).

“Support Programs” are the Support Programs offered by Cyberleaf and identified here: https://cyberleaf.io/support

“Term” means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

“Third-Party Content” means information, data, technology, or materials made available to you by any third party that you license and add to a Hosted Service or direct Cyberleaf to install in connection with a Hosted Service. Third-Party Content includes but is not limited to, Third-Party Products, web-based or offline software applications, data service or content that are provided by third parties.

“Usage Data” means data generated from the usage, configuration, deployment, access, and performance of an Offering. For example, this may include such things as information about your operating environment, such as your network and systems architecture, or sessions, such as page loads and session views, duration, or interactions, errors, number of searches, source types and format (e.g., json, xml, csv), ingest volume, number of active and licensed users, or search concurrency. Usage Data does not include Customer Content.

Support Exhibit to Cyberleaf General Terms

This Support Exhibit forms a part of the Cyberleaf General Terms and governs your purchase, and Cyberleaf's provision of Support Services.

Support Programs

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Cyberleaf will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees.

Support Services

"Support Services" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via email or web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Cyberleaf's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available as set forth in the applicable Order.

Case Priority

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

Exclusions

We will have no obligation to provide support for issues caused by any of the following (each, a "Customer Generated Error"): (i) modifications to an Offering not made by Cyberleaf; (ii) use of an Offering other than as authorized in the General Terms, applicable Order, or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premise Product is installed; (iv) use of a version of an Offering other than the then currently supported version; (vi) Third-Party Products that are not expressly noted in the Documentation as supported by Cyberleaf; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Cyberleaf and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

Support for Cyberleaf Extensions

Only Cyberleaf Extensions that are labeled as “Cyberleaf Supported” on Cyberleaf base, or other Cyberleaf-branded marketplace, are eligible for support, and this support is limited. For those labeled Cyberleaf Supported, we will provide an initial response and acknowledgement in accordance with the terms that are applicable in the applicable Support Program. Enhancements for Cyberleaf Extensions labeled as Cyberleaf Supported when made available. No other terms of a Support Program will apply to a Cyberleaf Application. For those labeled as “Not Supported,” Cyberleaf will have no support obligations.

Authorized Support Contacts

You are entitled to have a certain number of Support Contacts under each Support Program. “Support Contacts” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in your entitlement information on the Cyberleaf support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individual’s primary email address and Cyberleaf.com login ID.

Defect Resolution

Should we determine that an Offering has a defect, we will, at our sole option and subject to the General Terms, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

Your Assistance

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your operating environment; (b) a list of all hardware components, operating systems and networks; (c) a reproducible test case; and (d) any log files, trace and systems files. Your failure to provide this information may prevent us from identifying and fixing that purported defect.

Changes to Support Programs

You acknowledge that, subject to the Support Policy, and subject to any commitment we have under an Order with you, we have the right to discontinue the manufacture, development, sale, or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Professional Services Exhibit to Cyberleaf General Terms

This Professional Services Exhibit forms a part of the Cyberleaf General Terms and governs your purchase, and Cyberleaf's provision of Professional Services.

Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.

Services

We will perform the Professional Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable Professional Services (which we may change from time to time upon notice).

Our Personnel

Qualifications. The Personnel we assign to perform the Professional Services will be qualified, skilled, experienced and otherwise fit for the performance of the Professional Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the Professional Services.

Personnel Conduct. Our Personnel are subject to our Cyberleaf Code of Conduct and Ethics, which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

Use of Subcontractors. We reserve the right to use subcontractors in performance of the Professional Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractor's compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for Professional Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

No Employee Benefits. We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of Professional Services by such Personnel.

Our Background Checks, Security and Compliance Obligations

Compliance with Your Security Program. While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers to the extent provided to Cyberleaf in advance. However, any requirement that is in addition to the

compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in the applicable Statement of Work to be binding on Cyberleaf. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay Professional Services, and must be vetted and implemented by mutual agreement of the parties and expressly set forth in the Statement of Work. Cyberleaf does not guarantee that it will be able to meet any additional requested requirements.

Our Security Practices. We implement and follow an enterprise security program, with the policies, plans, and procedures set forth at https://cybreleaf.io/legalhere. Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the Professional Services.

Background Checks. For U.S.-based projects, we will not assign an employee to perform Professional Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report – Three (3) Employers; Education Report – One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search. You acknowledge that such background checks may not be permitted or customary outside the United States.

Permissions for Access. In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the Professional Services ("Access Documents"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Cyberleaf; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Cyberleaf and not the individual signing.

Your Materials

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the Professional Services. Nothing in these General Terms will deemed to transfer to us any ownership of Customer Materials.

Professional Services Materials and Customizations Unique to You

Professional Services Materials. The Professional Services we perform (e.g., configuration of our Offerings), and the Professional Services Materials we offer, create, and deliver to you in connection with the Professional Services, are generally applicable to our business, and therefore we require the right to be able to re-use the Professional Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the Professional Services Materials created for you in connection with Professional Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such Professional Services Materials.

Customer Owned Work Product. If the parties agree in a Statement of Work that specific Professional Services Materials are custom work product unique to your business and not applicable to our other customers generally, the parties may identify those Professional Services Materials in that Statement of Work as "Customer Owned Work Product." No Professional Services Materials will be Customer Owned

Work Product unless they are expressly identified as such in a Statement of Work, and ownership will pass to you only as set out in this paragraph.

(a) Payment is a condition of transfer. Ownership of Customer Owned Work Product will pass to you only upon our receipt of payment in full of all Fees and reimbursable expenses due under the applicable Statement of Work. Effective automatically upon, and subject to, our receipt of that payment, we hereby assign to you all right, title and interest (including all Intellectual Property Rights) in and to the Customer Owned Work Product, excluding all Cyberleaf Preexisting IP incorporated into it.

(b) No rights before payment. Until we receive payment in full, we retain all right, title and interest in and to any Professional Services Materials or Customer Owned Work Product, and you have no ownership, license, lien or other right or interest in it, whether or not it has been delivered to you. If you fail to pay any amount when due under the applicable Statement of Work, or if the Statement of Work or these General Terms terminate before we receive payment in full, you will, upon our request, promptly stop using and return or destroy all copies of the unpaid Professional Services Materials or Customer Owned Work Product and certify in writing that you have done so.

(c) Refunds. If we refund the Fees paid for any Customer Owned Work Product, ownership of that Customer Owned Work Product will revert to us, and subsection (b) will apply as if payment had not been made.

(d) Preexisting IP. Effective upon our receipt of payment in full, we grant you a non-exclusive, perpetual, royalty-free license to use any Cyberleaf Preexisting IP incorporated into the Customer Owned Work Product, solely as part of that Customer Owned Work Product and for your Internal Business Purposes.

(e) Further assurances. After we receive payment in full, at your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts as you reasonably request to perfect and enforce your ownership of the Customer Owned Work Product.

Our Ownership. Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all professional Services Materials.

License Rights. For those professional Services Materials that are not Customer Owned Work Product, you will have the right to access and use those professional Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

Professional Services Warranty

We warrant that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any Professional Services that fail to meet this warranty or refund to you the fees paid for the non-conforming Professional Services.

Your Cooperation

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the "Cooperation") is essential to Cyberleaf's performance of the Professional Services. We will not be liable for any delay or deficiency in performing the Professional Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the Professional Services; (2) allocate and engage additional resources as may be required to assist us in performing the Professional Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the Professional Services, including any data, information or materials specifically identified in the Statement of Work.

Insurance

Throughout any period of Professional Services, we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence and a general aggregate limit of not less than $2,000,000.

Business Auto Insurance with a limit of not less than $1,000,000 per accident. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.

Worker's Compensation Insurance as required by workers' compensation, occupational disease and occupational health and safety laws, statutes, and regulations.

Technology Errors & Omissions Insurance with a limit of not less than $2,000,000.

Umbrella/Excess Insurance with a limit of not less than $2,000,000.

Change Order Process

You may submit written requests to us to change the scope of Professional Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the Professional Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily Professional Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

Prepaid Professional Services

Unless otherwise expressly stated in a Statement of Work, all prepaid Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12)

month term, any remaining pre-paid unused Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Professional Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Professional Services Definitions Exhibit

"Professional Services" means the advisory, consulting, implementation, configuration, or other professional services outlined in the Statement of Work that are not part of the Hosted Service or Support Service.

"Professional Services Materials" means the materials and other deliverables that are provided to you as part of the Professional Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the Professional Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the Professional Services.

"Fees" means the fees that are applicable to the Professional Services, as identified in the Statement of Work.

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, tradenames, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Offerings" means the products, services and other offerings that Cyberleaf makes generally available for purchase and use.

"Orders" means Cyberleaf's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Cyberleaf (directly or indirectly through an authorized reseller) to order Professional Services.

"Personnel" means any employee, consultant, contractor, or subcontractor of Cyberleaf.

"Cyberleaf Preexisting IP" means, with respect to any Professional Services Materials, all associated Cyberleaf Technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such Professional Services Materials, or (b) after the date of such Order but independently of the Professional Services provided under such Statement of Work.

"Statement of Work" means the statements of work and/or any all applicable Orders that describe the specific services to be performed by Cyberleaf, including any materials and deliverables to be delivered by Cyberleaf.