

FLASHPOINT SUBSCRIPTION AGREEMENT

This Flashpoint Subscription Agreement (this “Agreement”) is a legal agreement between EJ2 Communications, Inc. d/b/a Flashpoint (“Flashpoint”) and the legal entity on behalf of which you are acting (“Customer”). Subject to the terms of this Agreement, Flashpoint agrees (or agreed) to grant Customer a limited right to access and use the Subscription Services (as defined below) and the Data, and provide Customer with certain additional Support and Professional Services (if purchased). This Agreement governs customer’s access and use of the Subscription Services and/or the Professional Services irrespective of whether such access and/or use took place prior to or after the Customer accepted this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SUBSCRIPTION SERVICES AND/OR THE PROFESSIONAL SERVICES. BY CLICKING THE “I AGREE” OR “ACCEPT” BUTTON, CUSTOMER AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT. FURTHERMORE, ACCESSING OR USING THE SUBSCRIPTION SERVICES OR THE PROFESSIONAL SERVICES INDICATES THAT CUSTOMER ACCEPTS THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK “I AGREE” OR “ACCEPT” BUTTON AND DO NOT USE THE FLASHPOINT SUBSCRIPTION SERVICES AND/OR THE PROFESSIONAL SERVICES. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT THE PERSON CLICKING “ACCEPT” OR “I AGREE” HAS THE LEGAL AUTHORITY TO BIND CUSTOMER. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Customer and Flashpoint (collectively, the “Parties” and each, a “Party”), the parties intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not defined in the main body of the Agreement are defined in Exhibit 1, attached hereto and made a part hereof.

2. **SUBSCRIPTION; RESTRICTIONS ON USE**

2.1 **Subscription to Services, Documentation, and Data.** Subject to the terms and conditions set forth in this Agreement, including Customer’s payment of all applicable Fees when due, Flashpoint grants Customer and its Authorized User(s) a non-exclusive, non-transferrable, non-sublicensable, revocable, limited right, during the Subscription Period as set forth in the Order to access the Subscription Services through the website and the Flashpoint APIs (as specified in the Order) and to authorize up to the number of Authorized Users as specified in the applicable Order to: (a) access and use the Subscription Services and the Data solely for Customer’s internal use, and (b) to use the Documentation in connection with and solely for Customer’s use of the Subscription Services (all of the foregoing rights, collectively, the “Subscription”). The rights granted under this Agreement are provided solely to Customer’s Authorized Users. Access and usage rights are assigned to a single individual (an Authorized User) and must not be shared, transferred, or utilized by multiple individuals. Customer shall ensure that all Authorized Users comply with the terms of this Agreement and shall be primarily liable to Flashpoint for any and all actions or omissions by such Authorized Users.

2.2 **Restrictions on Use.** Customer will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, technology or interface protocols of the Subscription Services; (ii) copy, modify,

adapt the Subscription Services or create a derivative work of the Subscription Services and/or the Data; (iii) license, sublicense, sell, resell, distribute, rent, lease, transfer, assign (except as permitted in Section 13.2 below), lend, sublicense, time share the Subscription Services and/or the Data or use for the benefit of any third party; (iv) make the Subscription Services and/or the Data available on a “service bureau” basis, otherwise available for access by third parties and/or otherwise publish them; (v) remove or modify any proprietary markings or restrictive legends placed on the Subscription Services; (vi) use any automated means (such as scrapers) to access the Subscription Services and/or scrape, harvest, data mine, index the Subscription Services and/or aggregate data, (vi) use the Subscription Services and/or the Data in violation of any contract to which Customer is subject or any applicable law, rule, or regulation or for any purpose not specifically permitted in this Agreement or as specified in an Order; (vii) use the Subscription Services and/or the Data (or any related information) or parts thereof to build a product or service that competes with the Subscription Services or publish benchmarks, comparison, or evaluations of the Subscription Services; (viii) create any databases of identifying information for any organization, governmental authority or any other group to abrogate any human rights, civil rights, or civil liberties of individuals on the basis of race, gender or gender identity, sexual orientation, religion or national origin; (ix) introduce into the Subscription Services any virus, worm, “back door,” Trojan Horse, or similar harmful code; (x) conduct security and/or penetration testing or use the Subscription Services in any way which adversely affects other Customers and their use of the Subscription Services. If Flashpoint determines that any use of the Subscription Services in violation of this Section 2 has taken place at any time during the Term, in addition to any other rights or remedies that Flashpoint may have under this Agreement or applicable law, Flashpoint reserves the right to terminate or suspend (at Flashpoint’s sole discretion) Customer’s access to the Subscription Services immediately.

2.3 **Audit.** Upon reasonable prior written notice and at Flashpoint’s expense, Flashpoint may audit Customer’s applicable books and records to ensure its compliance with the terms of this Agreement. All such audits will be conducted during normal business hours and will be subject to the Confidentiality requirements of Section 6 below.

3. **Fees; Taxes.**

3.1 **Fees.** Customer agrees to pay all fees for use of the Flashpoint Subscription Services and/or Professional Services as specified in the Order (“Fees”). Fees will be paid either directly by Customer to Flashpoint or by the Reseller on Customer’s behalf, as applicable and as agreed in advance by the parties. Fees are non-cancelable and non-refundable (except as provided herein). Unless agreed otherwise in a signed Order, all Fees will be invoiced upfront (upon execution of the Order or the beginning of the Subscription Period) and shall be due and payable to Flashpoint within thirty (30) days of the invoice date without any setoff, deduction, or withholding. All Flashpoint expenses, other than those Fees set forth in this Section 3, or as set forth in an Order or SOW, shall be subject to Customer’s prior written approval.

3.2 **Late Payments.** Any undisputed invoices remaining unpaid under this Agreement after thirty (30) days shall be subject to a late payment charge of the lesser of: (i) one and one-half percent (1.5%) per month on unpaid amounts; or (ii) the maximum amount permitted under applicable law, until payment is received by Flashpoint in full, plus all expenses of collection, including reasonable attorneys’ fees.

3.3 Taxes. All fees presented to Customer are exclusive of, and Customer shall be solely responsible for, all taxes, duties, and other costs, including shipping, insurance, and handling, where applicable, other than taxes based on Flashpoint's net income. The Fees do not include transaction taxes, if applicable. If Flashpoint is required by law to pay any federal, state, county, local, or value added tax, sales and use tax, goods and services tax, or similar applicable taxes based on this Agreement, Flashpoint shall ensure that such taxes are invoiced to Customer in accordance with applicable rules so as to allow Customer to reclaim such value-added and/or similar tax from the appropriate government authority. Nothing in this Agreement, however, shall require Customer to pay any payroll, franchise, corporate, partnership, succession, transfer, excise, profits, or income tax of Flashpoint. Customer is responsible for and shall reimburse Flashpoint for all reasonable out-of-pocket expenses incurred by Flashpoint in the performance of the Subscription Services and/or any Professional Services.

4. SUPPORT AND PROFESSIONAL SERVICES

4.1 Support Services. Flashpoint will provide Support Services with respect to the Subscription Services in accordance with the terms of this Agreement and its standard support principles as may be updated from time to time (the "SLA").

4.2 Professional Services. Flashpoint may provide Customer, from time to time, with certain professional services ("Professional Services"), as further defined in the applicable Order and/or statement of work ("SOW") governing such Professional Services. Unless otherwise acknowledged or agreed by the parties on a case-by-case basis, all Professional Services shall be subject to the terms and conditions of this Agreement and the applicable Order and/or SOW.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall remain in effect until terminated as set forth herein (the "Term"). The period during which Subscription Services shall be rendered (the "Subscription Period") shall be as set forth in the Order.

5.2 Termination. In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement by providing a thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach before the expiration of period. Any non-payment shall be considered a material breach of this Agreement.

5.3 Effect of Termination or Expiration. In the event of any termination or expiration of this Agreement, all rights granted hereunder to Customer will immediately cease, and Customer will immediately: (i) cease all access to the Subscription Services and/or Professional Services; (ii) delete all Data stored on its systems; provided, however, that Customer may retain any Customer Reports created by Customer prior to the effective date of expiration or termination. All sections of this Agreement which by their nature are intended to survive termination or expiration of the Agreement will survive any termination or expiration of this Agreement, including, without limitation, accrued rights to payment, and Sections 1, 2.2, 3, 5, 6, 7, 8.4, 9, 10, 11, 12 and 13.

5.4 Suspension. In addition to any other right or remedy set forth in this Agreement, Flashpoint reserves the right to suspend the Subscription Services and/or Professional Services if: (a) Customer breaches or threatens to breach Sections 2.2 or 13.6; (b)

Customer fails to pay any undisputed Fees owed within thirty (30) days after Flashpoint provides written notice of such non-payment; (c) Flashpoint reasonably determines that Customer's use poses a risk (security or other) to Flashpoint, the Subscription Services, other subscribers and any third party, or could subject Flashpoint, its affiliates or any third party to liability (for example, if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions beyond Flashpoint's control, or (d) such suspension is required in order to comply with applicable laws, regulations, judicial or other governmental requests and mandates.

6. INTELLECTUAL PROPERTY

6.1 Flashpoint shall own and retain all right, title, and interest in and to the Subscription Services and/or Professional Services, including all source code, object code, operating instructions, and interfaces developed for or relating to the Subscription Services, together with all modifications, enhancements, upgrades, revisions, changes, copies, partial copies, translations, compilations, and derivative works thereto, including all copyrights, patents, trade secrets, trademarks, and other intellectual property and proprietary rights relating thereto (the "Flashpoint Intellectual Property"). Customer will have no rights with respect to the Flashpoint Intellectual Property other than those expressly granted under this Agreement. Without Flashpoint's prior written consent, Customer shall have no right to develop (or to permit any third party to develop) any software tool or other application that interfaces with the Subscription Services. Subject to the foregoing, Customer shall own all right, title, and interest in and to the Customer Reports.

6.2 Customer hereby grants to Flashpoint a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use any questions, comments, suggestions, ideas, feedback to the extent provided by Customer in connection with the Subscription Services and any other services ("Feedback"). Flashpoint shall be free to use, reproduce, license, or otherwise distribute and exploit the Feedback as it sees fits, entirely without obligation or restriction of any kind.

7. CONFIDENTIALITY

7.1 Nondisclosure. Each party will keep the Confidential Information received from the other party in confidence, will use such Confidential Information only for the purposes contemplated by this Agreement, and will not disclose such Confidential Information to any person or entity without the disclosing party's prior written consent except to those of its employees, agents or contractors who need to know such information in order to carry out the activities contemplated by this Agreement ("Representatives"), and who are bound to protect the Confidential Information under terms at least as protective of the Confidential Information as the provisions hereof. Each party shall be liable for any breach of this Agreement caused by their Representative. Each party shall take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own confidential or proprietary information of similar kind and import (and in any event, no less than commercially reasonable measures). Flashpoint shall not be prohibited or enjoined from utilizing any skills or knowledge of a general nature acquired during the course of performing the Services.

7.2 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if required to do so by law, order of a court or by an administrative body, provided

the receiving party shall notify disclosing party promptly and in writing of such requirement (to the extent legally permitted) and shall reasonably cooperate with the disclosing party, at the disclosing party's expense, in any lawful action to contest or limit the scope of such required disclosure and such efforts to seek a protective order or other appropriate relief.

7.3 Effect of Termination on Confidential Information. Upon request or upon the discontinuance, termination, or cancellation of this Agreement or of any license covering any Confidential Information, the affected Confidential Information and all copies in whatever medium or form will be returned to the disclosing party or, at the disclosing party's request, the receiving party will certify in writing that all such Confidential Information has been destroyed, except to the extent that the receiving party is required to retain such information by applicable law.

7.4 Injunctive Relief. The receiving party acknowledges and agrees that the disclosing party may suffer financial and other loss and damage if any Confidential Information is disclosed except as permitted by this Agreement, and that monetary damages alone may be an insufficient remedy for any such breach. The receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to prevent a breach of this Section and to compel specific performance with regard to this Section.

7.5 Duration of Confidentiality Obligations. The parties' obligations with respect to Confidential Information shall remain in effect during the term of this Agreement and for a period of five (5) years thereafter (or for a longer period, if such period is defined under applicable laws).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 Mutual Representations and Warranties. Each party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the rights granted hereunder; and (ii) this Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms of this Agreement.

8.2 Flashpoint Warranties. Flashpoint further represents and warrants to Customer that: (i) the Support and Professional Services provided by Flashpoint hereunder shall be performed in a professional and workmanlike manner; (ii) Flashpoint shall use commercially reasonable efforts to ensure that during the Subscription Period the Subscription Services will conform in all material respects to the Documentation; and (iii) it will comply with all applicable laws in providing the Subscription Services and Professional Services hereunder. Flashpoint's sole liability and Customer's exclusive remedy for any breach of this performance warranty shall be to remedy, modify or reperform or replace any such non-conformance (with respect to the Subscription Services, in accordance with the SLA.

The foregoing warranties will not apply if the non-conformance was caused by: (a) use of the Subscription Services and/or the Support and/or Professional Services other than in accordance with the Documentation and this Agreement and the Customer's failure to properly maintain the Subscription Services in accordance with Flashpoint's instructions, (b) modifications to the Subscription Services which were not authorized by Flashpoint in writing, or (c) third-party hardware, software, or services used in connection with the Subscription Services.

8.3 Customer Warranties and Responsibilities. Customer further represents and warrants that: (i) it has secured all of the necessary permissions and consents from its users, customers, employees, and/or any required third parties (such as third party security or integration partners, employees, contractors, or users, etc.), prior to providing Flashpoint (including through the Subscription Services) with any access keys, API keys, or license or credential information relating to such third parties; (ii) it will comply with this Agreement and all applicable laws and regulations (including, but not limited to, data privacy laws, anti-money laundering and money transfer requirements, International Traffic in Arms Regulations and Trade Control Laws), including in connection with its use of the Subscription Services and/or Professional Services under this Agreement. Customer further warrants and represents that it has the legal authority to authorize the activities and Professional Services anticipated to be performed under this Agreement, and will defend, indemnify, and hold Flashpoint harmless from any claims arising out of a lack of authority to authorize such activity. Customer acknowledges that the provision of the Subscription Services and the Professional Services according to the terms of this Agreement is contingent upon Customer's compliance with this Agreement and the documents referred to therein, as well as any additional agreement signed between the parties or terms presented by Flashpoint. Flashpoint will not be liable for failures resulting from Customer's failure to comply with these requirements. With respect to Professional Services, the parties understand that monies paid to Flashpoint may be used, among other purposes, to recover the Customer's data. The provision of the Subscription Services and/or the Professional Services shall not require Flashpoint to perform any action that would require Flashpoint to alter, amend, or re-characterize its regulatory status. If requested by a party, each party also agrees to sign written assurances and other documents as may be reasonably required for the other Party to comply with U.S. export or other applicable laws.

8.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1 AND 8.2, THE SUBSCRIPTION SERVICES, THE WEBSITE, THE DATA, THE CUSTOMER REPORTS, THE DOCUMENTATION, THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES AND OTHER MATERIALS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND FLASHPOINT MAKES NO WARRANTY WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (OR MEETING THE CUSTOMER'S REQUIREMENTS), ACCURACY AND COMPLETENESS, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT FLASHPOINT MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

CUSTOMER ASSUMES ALL RISKS AND DAMAGES, ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF ANY DATA. WITH RESPECT TO PROFESSIONAL SERVICES AND/OR DATA PROVIDED, IT IS HEREBY CLARIFIED THAT THEY ARE NOT MEANT TO BE A SUBSTITUTE FOR LEGAL ADVICE OR CUSTOMER'S EXERCISE OF BUSINESS JUDGMENT. FLASHPOINT DOES

NOT WARRANT THAT ANY RELEVANT MATERIAL ASSOCIATED WITH CUSTOMER'S REQUIREMENTS SHALL BE IDENTIFIED OR THAT THE PROFESSIONAL SERVICES WILL RESULT IN ANY DESIRED OUTCOME.

9. LIMITATION OF LIABILITY

9.1 Liability Exclusion. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF BUSINESS OR REVENUE, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT EXCEED THE FEES RECEIVED BY FLASHPOINT FOR THE SUBSCRIPTION SERVICES DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

9.2 The foregoing limitations set forth above shall not apply to (i) failure of Customer to make payments, (ii) liability resulting from a party's fraud or willful misconduct, (iii) Customer's breach of Sections 2.2 and 13.6 or (iv) a party's indemnification obligations under section 10.

10. INDEMNIFICATION

10.1 Indemnification by Flashpoint. Flashpoint will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents (each, a "Customer Indemnitee") from and against any and all liabilities, settlement payments, awards, damages, losses, reasonable costs, and reasonable expense, including, but not limited to, reasonable attorneys' fees (collectively, "Losses") incurred by such Customer Indemnitees in connection with any valid third-party claim, action, or proceeding (each, a "Claim") to the extent arising from, relating to, or alleging that the Subscription Services infringe or misappropriate any U.S. patent, copyright, trade secret, or other intellectual property right of any third party. Notwithstanding the foregoing, Flashpoint shall not be obligated to indemnify, defend, or hold harmless the Customer Indemnitees hereunder to the extent the Claim arises from or is based on (a) any enhancements, modifications, alterations, or implementations of the Subscription Services not authorized in writing by Flashpoint; (b) any use of the Subscription Services in combination with modules, apparatus, hardware, software, or other services not authorized in writing by Flashpoint, (c) any use of the Subscription Services that violates this Agreement; (d) any publicly available or third party data or content, even if such data or content is provided in the Subscription Services (including but not limited to, any Data available on the Internet or the Deep and Dark Web; or provided by third party licensors or entities).

10.2 Infringement Claims. In the event that Flashpoint reasonably determines that the Subscription Services are, or are likely to be,

the subject of any claim of infringement or misappropriation of third-party rights, Flashpoint shall have the right (but not the obligation), at its option to: (i) procure for Customer the right to continue to use the applicable Subscription Services for the remainder of the then-current Subscription Period, (ii) replace the infringing components of the Subscription Services with other components with substantially similar functionality, or (iii) modify the Subscription Services so that they are non-infringing. If none of the foregoing options are available to Flashpoint on commercially reasonable terms, Flashpoint may, at its option, terminate this Agreement (in whole or with respect to the infringing Subscription Services). If Flashpoint terminates this Agreement, Customer shall cease using the Subscription Services and shall be entitled to a pro-rated refund of pre-paid Fees (paid for the relevant Subscription Services) for the remaining, unused portion of the Subscription period. The remedies in this Section 10.2, together with the indemnity provided in Section 10.1, states Customer's sole and exclusive remedy, and Flashpoint's sole and exclusive liability, regarding infringement or misappropriation of any intellectual property rights of a third party.

10.3 Indemnification by Customer. Customer will indemnify, defend, and hold harmless Flashpoint, its Affiliates and their respective officers, directors, employees, and agents (each, a "Flashpoint Indemnitee") from and against any and all Losses incurred by such Flashpoint Indemnitees in connection with any Claim to the extent arising from or based on (i) Customer's or any Authorized User's violation (or alleged violation) of any applicable laws as well as the provisions of Section 2.2; (ii) any breach or alleged breach of Customer's representations and warranties in Section 8.3(i), and (iii) claim that the data provided by Customer (and/or Flashpoint's use of such data) violates any third party's privacy rights and/or applicable law or regulation. Nothing herein shall restrict the right of Flashpoint to participate in a claim, action or proceeding through its own counsel and at Flashpoint's own expense.

10.4 Indemnification Process. The indemnifying party's obligations under this section are contingent on the indemnified party: (a) promptly providing written notice of the claim to the indemnifying party; provided, however, that any delay in providing such notice shall not relieve the indemnifying party of any of its obligations except to the extent that the indemnifying party is actually prejudiced by such delay, (b) giving the indemnifying party sole control of the defense and settlement of the claim, and (c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. The indemnifying party may not settle any claim without the indemnified party's prior consent, which shall not be unreasonably withheld, except for a monetary settlement which fully releases the indemnified party.

11. DATA PROCESSING; DATA PRIVACY; ANALYTICS; PUBLICITY

11.1 Data Processing and Storage. All Data and any Customer-related data will be processed and stored in accordance with Flashpoint's then-current data retention and data privacy policy. On an annual basis, Flashpoint shall successfully complete a Service Organization Controls (SOC) 2 Type 2 examination related to the Security and Confidentiality principles of the American Institute of Certified Public Accountants (AICPA) Trust Services Principles (the "SOC 2 Examination").

11.2 GDPR Compliance. To the extent that Flashpoint processes Personal Data of data subjects in the EU, EEA, UK, and/or Switzerland, the provisions of the GDPR Data Protection Addendum available at <https://www.flashpoint.io/legal-DPA> are

hereby made a part hereof, and will apply.

11.3 Notice Regarding US State Privacy Laws. To the extent Subscriber processes Personal Information of individuals, consumers or households subject to US State Privacy Laws, the provisions of the US State Privacy Laws Addendum available at <https://www.flashpoint.io/legal-us-privacy-laws> are hereby made a part hereof, and will apply to Flashpoint with regard to the Services it provides to Customer.

11.4 Usage of Analytics. Flashpoint may use analytics to monitor, identify, and collect trend and usage statistics with respect to usage of the Subscription Services and/or any other services by Customer and any of the Authorized Users (or other third parties) ("Analytical Information"). Customer hereby agrees that Flashpoint may collect such Analytical Information and use it in aggregated form to provide, operate, manage, maintain, and enhance the Subscription Services and to develop new functionality. Flashpoint may use third party platforms and tools that meet its security and privacy policy requirements in order to assist with the collection of Analytical Information. Flashpoint shall own all right, title to and interest in such Analytical Information.

11.5 Publicity. Flashpoint may identify and refer to Customer as a Flashpoint customer, including, without limitation, through the use of Customer's name, logo, or both on Flashpoint's website and in Flashpoint marketing materials.

12. EVALUATION.

12.1 Flashpoint may, at its sole discretion, grant Customer a limited, non-exclusive, non-transferable, non-sublicensable right to: (i) access the Subscription Services or a part thereof, and/or (ii) use new features, functionalities or platforms, if offered as beta versions, in each case, for evaluation purposes (the "**Evaluation Subscription**") and for a limited period as determined by Flashpoint (the "**Evaluation Period**"). Any Evaluation Subscription may be used by Customer at its sole discretion. Flashpoint may extend or end the Evaluation Period at its sole discretion, with or without notice. Any such Evaluation Subscription will be: (i) on an as-is basis, without warranties of any kind, including without any obligation to provide Subscription Services to Customer, (ii) without any liability whatsoever, and (iii) except as set forth in this Section 12.1, subject to the terms of this Agreement. Upon the termination or expiration of the Evaluation Period, Customer will cease using the Evaluation Subscription to which Customer was granted access.

13. MISCELLANEOUS.

13.1 Right to Modify. Notices. Flashpoint reserves the right, at its sole discretion to modify or replace this Agreement at any time. Any such modifications or amendments will be effective upon posting on Flashpoint's website or by providing any other type of notification to the Customer. Customer's continued use of the Subscription Services after notification of any such change(s) will constitute its consent to any and all such changes to this Agreement. No amendment to this Agreement by Customer shall be valid unless it is in writing and signed by both parties. All notices relating to this Agreement shall be in writing and addressed Customer and Flashpoint addresses set forth in the Order (or as updated by each party). Notice will be deemed given upon: (i) personal delivery or delivery confirmed by an overnight courier or (ii) recipient's acknowledgement of receipt if sent by email.

13.2 Assignment. Customer may not assign, transfer or sublicense this Agreement (and/or any of its rights or obligations) except with Flashpoint's prior written consent, which shall not be unreasonably withheld or delayed. Flashpoint may transfer and assign this Agreement and/or any of its rights and/or obligations under this Agreement without consent. Any assignment or other transfer in violation of this Section will be null and void.

13.3 Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flashpoint in any respect whatsoever.

13.4 Affiliates; Third Party Software. Flashpoint may exercise its rights and obligations under this Agreement, and/or render any of the Subscription Services, Documentation, Professional Services or Data (or part thereof) through any of its Affiliates or third party operating on its behalf. Flashpoint shall be responsible for ensuring that Subscription Services provided by its Affiliate, or third parties are provided in compliance with this Agreement and/or any Order and/or SOW. The Subscription Services may contain software provided by third parties. The restrictions contained in this Agreement shall apply to all such third-party software providers and third-party software as if they were Flashpoint and the Subscription Services, respectively.

13.5 Procurement through a Reseller. Customer may procure the Subscription Services and/or the Professional Services directly from a Reseller pursuant to a separate agreement with the Reseller ("**Reseller Purchase**"). Flashpoint will be under no obligation to provide the Subscription Services and/or the Professional Services to Customer as a result of a Reseller Purchase if the Reseller did not provide Flashpoint an Order. Customer acknowledges that Reseller is not authorized to make any changes to this Agreement or otherwise provide any commitments, warranties or representations on behalf of Flashpoint or in any way concerning the Subscription Services or the Professional Services. If Customer procured the Subscription Services and/or Professional Services through a Reseller, then Customer agrees that: (i) Flashpoint may share certain data with the Reseller in relation to Customer's use of the Subscription Services and the Professional Services, and (ii) the termination provisions in this Agreement will apply if the Reseller fails to timely pay the applicable Fees to Flashpoint due to Customer's failure to timely pay to the Reseller.

13.6 Export/Trade Controls. Customer acknowledges that the Subscription Services are subject to the U.S. Export Administration Regulations, and it will comply with all financial sanctions and export control laws, regulations, and orders administered by the U.S. Government and/or, to the extent consistent with U.S. antiboycott law, similar controls imposed by other governments having jurisdiction over this Agreement (collectively, "**Trade Control Laws**"). Customer shall assure that the Subscription Services (and any Data) are not exported, re-exported, transferred, installed or accessed in violation of the Trade Control Laws. Customer warrants that neither Customer nor any entity that, either individually or in the aggregate, owns 50% or more of the Customer, nor, any entity authorized by Customer to use the Subscription Services or to which Data is provided: (i) is a resident or organized under the laws of any location prohibited by U.S. or other applicable laws (such as Cuba or Crimea), or (ii) is subject to financial sanctions or other restriction imposed by

applicable Trade Control Laws (collectively, “**Restricted Parties**”). Customer agrees that it shall be deemed a material breach if Customer violates Trade Control Laws, becomes a Restricted Party, or otherwise becomes subject to applicable restrictions under Trade Control Laws, whether such restrictions (including as related to changes to license requirements) apply to Customer or to the region in which Customer is located. Customer agrees to reasonably cooperate and assist Flashpoint with an audit or investigation of Customer’s compliance with this Section 13.6 (including by providing relevant records, information and documents). Customer will immediately rectify non-compliance as requested by Flashpoint. A breach by Customer of this Section shall entitle Flashpoint to suspend or terminate the Agreement (at Flashpoint’s discretion) and any rights granted hereunder immediately, upon notice to Customer.

13.7 Governing Law and Jurisdiction. This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in New York, in New York County, in the Borough of Manhattan for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum. The parties further agree that service of any process, summons, notice, or documents to a party by registered or certified mail, or by nationally or internationally recognized private courier service shall be effective service of process for any action, suit, or proceeding brought against such party in any such court.

13.8 The rights and remedies of the parties to this Agreement are cumulative and not alternative. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties’ intent.

13.9 Force Majeure. Flashpoint shall not be responsible or liable for any loss, damage, delay or failure caused by any circumstances beyond its reasonable control (“**Force Majeure**”), including, without limitation, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, strikes, other labor disputes, the failure of its suppliers to meet their contractual obligations, issues related to external applications and services (such as third-party cryptocurrency exchange), internet service providers, telecommunications, cyber-attacks, hosting facility failures, and new applicable sanctions or export controls.

13.10 Entire Agreement. This Agreement (including any exhibits and the documents referenced therein) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. The terms and conditions set forth in this Agreement shall take precedence over and override any terms or conditions on any purchase order, standardized form, correspondence or any other document presented by the Customer and any such terms shall be null and void and unenforceable (unless expressly agreed to in writing in an amendment to this Agreement executed by both parties).

13.11 Use of Electronic Signatures. The Parties agree that this Agreement and any documents related to this Agreement (including but Orders or SOWs) may be executed and delivered) by electronic signature/means (including in an email), which shall be considered as an original signature for all purposes and shall have the same binding force and effect as an original signature and delivery. The parties agree not to contest the validity or enforceability of this Agreement and any related documents signed in this manner.

EXHIBIT 1: DEFINITIONS

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Authorized User” means an employee of Customer or third-party consultant engaged by and acting under the direction and control of Customer that Customer permits to access and use the Subscription Services. Flashpoint acknowledges that Customer will not need to disclose the specific identity of such Authorized Users to Flashpoint.

“Cloud Infrastructure Monitoring” is a service offered to existing Flashpoint platform users through Flashpoint’s Data Exposure Alerting (“DEA”) product, that monitors Amazon Web Services (AWS) S3 buckets to allow users to monitor for publicly exposed S3 buckets on both a per bucket and read-only account access basis. The Cloud Infrastructure Service will be deemed to be included within the definition of “Subscription Services” for purposes of this Agreement.

“Confidential Information” means non-public financial, technical or business information of the disclosing party (or any Affiliate) that is marked as confidential at the time of disclosure or that the receiving party knows or should, from the circumstances surrounding its disclosure, known to be confidential. Confidential Information includes, without limitation, in the case of Flashpoint (or any Flashpoint Affiliate), the Subscription Services, any and all source code relating thereto, the Data, and the Documentation, all pricing and Fees relating to the Subscription Services and related services, and any other non-public information or material regarding Flashpoint’s legal or business affairs, products, services, financing, or customers. Confidential Information does not include information that is: (i) is rightfully known to the receiving party prior to receipt from the other party, (ii) generally known or available in the industry or to the general public through no act or fault of the receiving party, (iii) acquired in good faith from a third party that has no obligation of confidentiality with respect to such information, (iv) required to be disclosed by applicable law, by order of court or by the rules, regulations, or order of any governmental agency (provided, that prior to making any such required disclosure, to the extent it is legally permissible, the receiving party first notifies the disclosing party and reasonably cooperates with the disclosing party in its efforts to seek confidential or protective treatment of such information or to minimize the scope of any such required disclosure), or (v) independently developed for one party by employees or agents of that party who do not have access to, or did not otherwise rely or refer to, the Confidential Information of the other party.

“Customer Reports” means internal reports created by the Customer using portions of the Data generated through search queries in the Subscription Services.

“Data” means any data that is accessible to Customer via the Subscription Services, including all Updates thereto.

“Documentation” means any written specifications, user documentation, training materials, validation test plans, and other documents relating to the Subscription Services that Flashpoint provides to Customer.

“Flashpoint API(s)” means those application program interfaces, import tools, registration pages and documentation of Flashpoint through which Customer may access Data, as applicable.

“Maximum Number of Authorized Users” means the maximum number of Authorized Users specified on the Order, as applicable. Each access right to use the Subscription Services is designated for use by a single individual as an Authorized User and may not be shared, transferred, or used by multiple individuals.

“Order” means the applicable order form document which details the specifics of Customer’s Subscription, which will include a description of the Subscription Services, as well as details such as the fees paid for the Subscription (“Fees”), Subscription Term, Maximum Number of Authorized Users, and any additional terms pertaining to the Subscription Services. Each Order will be between Flashpoint and either: (a) the Reseller obtaining or procuring access to the Subscription Services on Customer’s behalf; or (b) Flashpoint and Customer directly, as the case may be. The Order may take the form of either: (i) an order form provided by Flashpoint and signed by Customer, or (ii) Customer’s purchase order provided to and accepted by Flashpoint in writing.

“Professional Services” will be any customer development, consulting, support or other Services provided to Customer

“Reseller” means an authorized Flashpoint reseller and/or distributor of the Subscription Services and/or Data.

“Subscription Services” means the Flashpoint platforms, products, services, solutions, and data as explicitly specified on the Order, including all Updates thereto. For the avoidance of doubt, the website or other access point through which Flashpoint provides access to the Subscription Services, the Flashpoint APIs, the Data, Updates, and the Documentation, if (and in the scope and quantities) specified in the Order, shall be included in the definition of Subscription Services.

“Support Services” means the provision of technical support for the Subscription Services in accordance with this Agreement and the SLA.

“Updates” means updates to the Subscription Services that are periodically made available to Customer during the Term through the Subscription Services.