

**VECTRA AI, INC.**  
**TERMS OF SERVICE**

This Terms of Service Agreement (“Agreement”) is entered into as of the latest signature date set forth below (the “Effective Date”) by and between Vectra AI, Inc., a Delaware corporation having a principal place of business at 560 S. Winchester Blvd, Suite 200 San Jose, CA 95128 (“VECTRA”), and \_\_\_\_\_, a \_\_\_\_\_ corporation having a principal place of business at \_\_\_\_\_, VECTRA and End User hereby agree as follows:

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BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING VECTRA PRODUCTS, END USER ACKNOWLEDGES AND AGREES THAT IT IS BOUND TO THESE TERMS OF SERVICE. IF END USER DOES NOT ACCEPT ALL THE FOREGOING TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCTS.

**1 Definitions**

“Administrative Data” means personally identifiable information about End User and its users that may be uploaded during registration or account administration and information provided during support requests.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Appliance” refers to a physical or virtual appliance deployed inside of the End User’s network and running the Software.

“End User” means, as the context requires, in addition to the entity agreeing to this Agreement, any End User Affiliate that places an Order under this Agreement, uses or accesses any Product hereunder on behalf of End User.

“End User Data” means data that may be accessed or collected by Products during the relationship governed by these terms of service, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, threat detection information, copies of potentially malicious files detected by the Product, system stability data, user experience data, user interface data, and network traffic metadata. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

“Hardware” means the VECTRA hardware products set forth in the Order.

“IP” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular container or virtual machine image, inside a customer’s network which has a unique internal internet protocol address that generates traffic.

“Product(s)” means the VECTRA security services product(s) set forth in the Order that consist of Hardware, Software, Subscriptions, and/or Professional Services.

“Professional Services” means any services performed by VECTRA for End User pursuant to a statement of work (“SOW”), other Order, service brief or data sheet.

“Order” means any purchase order or other ordering document (including a SOW) accepted by VECTRA or a reseller that specifies Trial Product(s) or Product(s) to be provided under this Agreement.

“Schedule” sets forth terms and conditions that apply specifically to certain types of VECTRA offerings, which may be different than, or in addition to this Agreement. Schedules are incorporated into this Agreement.

“Software” means the executable code version of VECTRA’s software products set forth in the Order and any updates thereto furnished by VECTRA under this Agreement.

“Subscriptions” means subscription-based Software or services provided by VECTRA to End User for a fixed or recurring period, subject to subscription fees for each such period as set forth in the Order.

“Trial Products” mean the Products that VECTRA or its authorized representative makes available to End User for evaluation purposes.

**2 Scope**

2.1 This Agreement governs End User’s use of VECTRA Products, however they were acquired, including without limitation via a VECTRA authorized distributor or reseller.

2.2 This Agreement covers all VECTRA Products but provisions regarding specific products or services shall be found in the attached Schedules and apply only to the extent that End User has purchased, accessed or used such products or services.

2.3 Authorized VECTRA Resellers. For any Products acquired by End User through an authorized VECTRA reseller, the following provisions of this Agreement shall not apply: Sections 3.1 and 5.1-5.4. While VECTRA shall remain the “licensor” for purposes of the grant of the licenses and other rights hereunder, and End User shall remain the “licensee” for purposes of the obligations contained herein, End User shall contract directly with the authorized VECTRA reseller for the purchase of Products provided by such authorized VECTRA reseller.

### 3 Access and Use Rights

3.1 Purchase of Hardware. End User agrees to purchase the Hardware set forth in the Order on the terms set forth in this Agreement. Delivery shall be FCA (Incoterms 2010) VECTRA's point of shipment. All delivery dates are estimates.

3.2 Software License. This section 3.2 applies to Software only. Subject to the terms and conditions of this Agreement (including VECTRA'S receipt of applicable fees), VECTRA grants to End User a nonexclusive, nontransferable, limited license to use the Software in accordance with the published specifications for the Product solely for End User's internal use pursuant to the applicable Subscription/Order terms. VECTRA expressly reserves all other rights in the Software.

3.3 Subscriptions. This section 3.3 applies to Subscriptions only. VECTRA grants to End User a non-exclusive right to access the Subscriptions solely for End User's internal use pursuant to the applicable Subscription/Order terms. The Subscriptions will commence on the Effective Date (or other applicable start date specified in the Order) and will continue for the period set forth in the Order (the "Initial Subscription Term"). The Subscriptions will automatically renew at the end of the Initial Subscription Term and any subsequent term for a renewal term of one (1) year (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term") unless either party has provided written notice of non-renewal of the applicable Subscription at least sixty (60) days prior to the end of the then-current term. All renewals are subject to payment of applicable subscriptions fees as set forth in Section 5 below. VECTRA expressly reserves all other rights to the Subscriptions.

3.4 Evaluation. Any Trial Products may only be used for evaluation during the evaluation period, not to exceed thirty (30) days ("Evaluation Period") or such longer period as may be approved in writing by VECTRA in its sole discretion and solely for considering whether to purchase such Trial Products from VECTRA and not for any other purpose or any productive use. Any rights to use the Trial Products beyond the scope of this Agreement will be subject to a separate written agreement between VECTRA and End User. VECTRA may, at its option, provide reasonable support for the Trial Products to facilitate End User's ability to evaluate such technology, but shall have no obligation to provide any such support. During the Evaluation Period, VECTRA may, at its sole discretion, limit certain functionality or features of the Trial Products. End User shall discontinue all use of and return such Trial Products at the end of the Evaluation Period, unless the End User has properly procured the applicable Trial Products and converted them to Products hereunder.

NOTWITHSTANDING SECTIONS 7.2 (LIMITED WARRANTY), 8 (LIMITATION OF LIABILITY), AND SECTION 9 (DISCLAIMER), DURING THE EVALUATION PERIOD, THE TRIAL PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND VECTRA SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE PRODUCTS FOR THE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, VECTRA AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END USER THAT: (A) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL MEET ANY REQUIREMENTS, AND (B) USE OF THE PRODUCTS DURING THE TRIAL PERIOD WILL BE UNINTERRUPTED, NON-INFRINGEMENT, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 (LIMITATION OF LIABILITY), END USER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO VECTRA AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF ITS USE OF THE PRODUCTS DURING THE TRIAL PERIOD, AND ANY BREACH BY END USER OF THIS AGREEMENT.

3.5 Restrictions. End User shall not (and shall not permit, encourage or assist any third party to) (i) copy, modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software or Subscriptions to human perceivable form or attempt to discover underlying source code, algorithms or techniques, except to the extent that such activities may not be prohibited under applicable law, (ii) sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products to any third party, (iii) disclose any benchmarking, competitive analysis or other results obtained from any Product or use any Product or portion thereof to develop any similar item or any competitive products or services, (iv) use or remove the applicable Software or Subscriptions from any Hardware on which or for which they are provided under the applicable Order, (v) attempt to disable or circumvent any license key, encryption or other security device or mechanism used in connection with the Products; (vi) remove or otherwise interfere with any portion of the Products designed to monitor End User's compliance with this Agreement; or (vii) otherwise use the Products in any manner not authorized by the published specifications for the applicable Products. End User acknowledges that Software and Subscriptions may include license keys and other features that disable use at the end of the applicable license or Subscription Term, or once the service level set forth in the Order is met.

3.6 Proprietary Rights. The Software and Subscriptions are licensed and not sold. VECTRA shall retain ownership of all Software and Subscriptions and all intellectual property rights relating thereto, including but not limited to copyrights, patents, trade secret rights, trademarks and any other intellectual property rights therein. End User agrees that VECTRA may use and exploit without restriction any error reports, suggestions and other information provided by End User with respect to the Products and shall own any fixes, modifications, improvements and new versions made by VECTRA based on such information. The Products, documentation and other non-public information provided by VECTRA, and the terms of this Agreement, are confidential to VECTRA and shall not be disclosed by End User to any third party. Products may contain certain software or portions provided under terms and conditions different from this Agreement (such as open source or community source), which may be identified in a text file or about box or in a file or files referenced thereby, and End User agrees that such software or portions will be subject to such other terms and conditions to the extent inconsistent with this Agreement or to the extent required by such other terms and conditions. All implied licenses are disclaimed and all rights not expressly granted herein are reserved to VECTRA.

3.7 End User Proprietary Rights. Subject to the limited rights expressly granted hereunder, End User reserves all rights, title and interest in and to all End User Data, including all related Intellectual Property Rights. As between End User and VECTRA, End User shall retain ownership of all End User Data. No rights are granted to VECTRA under this Agreement other than the limited licenses expressly set forth in this Agreement. End User hereby grants to VECTRA and its authorized third party service providers the worldwide, nonexclusive, fully paid-up, royalty-free license to access, use, copy, distribute, perform, display and process End User Data to provide, maintain, and improve the Products and perform its obligations under this Agreement and as otherwise directed, requested, or permitted in writing by End User.

3.8 Feedback. To the extent that End User provides VECTRA with any suggestions, ideas, enhancement requests, recommendations, or other feedback or information relating to the Service (collectively, “Feedback”), End User hereby grants to VECTRA and its Affiliates a fully paid-up, royalty free, worldwide, perpetual, irrevocable license to freely use, disclose, and otherwise exploit such Feedback, including but not limited to incorporation of the Feedback into future versions of the Products.

#### 4 Processing as Data Processor

4.1 Data Processing. Subject to the following types of access described below, End User acknowledges, agrees and grants to VECTRA the right, to the extent permitted by applicable law, to process and retain data received from use of the Product including End User Data, for the following purposes: (i) providing service to End User; (ii) analyzing, maintaining and improving VECTRA’s products and services; and (iii) complying with legal, governmental or contractual terms. To the extent that VECTRA processes personal data on behalf of End User as a processor in the meaning given in EU data protection law, it will do so in accordance with sections 4.2-4.9.

- a) Default Access. End User hereby authorizes and directs VECTRA to store, process, retrieve, and disclose the End User Data for the purpose of providing the Product to End User or otherwise meeting its obligations hereunder and as otherwise required by law. VECTRA may monitor and access: (i) system stability data, including uptime statistics for various processes; hardware, software and network failure indicators; and backtrace and call stack data; (ii) interface data; and (iii) threat detection information, including the number, type and score of each threat detection instance (based on VECTRA proprietary metrics); the attribution of each threat detection to an anonymized host or account; and the score for each anonymized host or account.
- b) Optional Virtual Private Network (“VPN”) Access. As set forth in the Order or as End User otherwise elects during the installation, configuration or use of the Products, VECTRA may (in addition to the End User Data set forth in Sections 4.1a) receive VPN access to End User’s network, monitor and access packet capture data, and facilitate troubleshooting.
- c) Optional User Experience Data Access. As set forth in the Order or as End User otherwise elects during the installation, configuration or use of the Products, VECTRA may (in addition to the End User Data set forth in Sections 4.1a and 4.1b) receive anonymized user experience data, including the last login time; the frequency of logins; and user interface clickstream data.

4.2 Data Processor. To the extent VECTRA processes personal data on behalf of End User as a processor as defined by EU data protection law, it shall do so only in furtherance of providing the Products to End User pursuant to these terms of service and as permitted by applicable law.

4.3 Confidentiality of Personal Data. VECTRA will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

4.4 Sub-Processors. End User authorizes VECTRA to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event VECTRA engages any new sub-processor it will:

- a. Update the applicable documentation;
- b. notify End Users that have opted in to receive compliance notification of such change to give End User the opportunity to object to such sub-processing;
- c. impose appropriate contractual obligations upon the sub-processor that are no less protective than this section 4; and
- d. remain responsible for the sub-processor’s compliance with this Agreement and for any acts or omissions of the sub-processor that cause VECTRA to breach any of its obligations under this Agreement.

If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and VECTRA will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of End User’s termination rights.

4.5 Security. VECTRA has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws.

4.6 Security Incident Notification. “Security Incident” means any unauthorized access to any End User Data stored on VECTRA equipment or in VECTRA’S facilities, or unauthorized access to such equipment or facilities resulting in loss,

disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data. In the event of a Security Incident affecting End User personal data, VECTRA will without undue delay:

- a. Inform End User of the Security Incident;
- b. Investigate and provide End User with detailed information about the Security Incident; and
- c. Take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

4.7 Assistance to Data Subjects. VECTRA shall provide reasonable assistance to End User to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to VECTRA.

4.8 Data Retention. VECTRA shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this Agreement, VECTRA shall, upon End User's request, delete End User Data that is no longer necessary to carry out any of the purposes under section 4.1.

4.9 International Transfer of Data. End User personal data may be sent to facilities hosted outside of the country where End User purchased or utilizes the Products. VECTRA will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland, including the execution of EU Standard Contractual Clauses for data transfer, where applicable.

4.10 Administrative Data Access Consent. VECTRA may use End User administrative data for the following purposes: (a) to inform End User about products, seminars and services VECTRA believes may be of interest to End User; (b) to contact End User if VECTRA needs to obtain or provide additional information; and (c) to verify the accuracy of VECTRA's records. VECTRA may use web analytics and cookies as set forth in the VECTRA Privacy Policy available online at [http://www.vectra.ai/privacy\\_policy/](http://www.vectra.ai/privacy_policy/), which VECTRA may amend from time to time in compliance with applicable laws and regulations. To the extent that VECTRA processes personal data on behalf of End User, it will do so in accordance with sections 4.2-4.9.

#### 4.11 End User Conduct; Compliance

End User is responsible for use of the Service by its end users and for their compliance with this Agreement. End User is solely responsible for the accuracy, quality, legality, reliability and appropriateness of all End User Data, and for providing any notices and obtaining any consents and authorizations necessary: (a) to allow the Administrator to access, monitor, use and disclose the End User Data; and (b) to allow VECTRA to access to the End User Data. End User shall ensure that End User is entitled to make End User Data accessible to VECTRA so that VECTRA and its service providers may lawfully use, process and transfer the End User Data in accordance with this Agreement on End User behalf. End User will promptly notify VECTRA if it becomes aware of any unauthorized use or access to End User account or the Service.

4.12 Data Protection by End User. End User represents and warrants that End User's use of the Products and Subscriptions complies with all applicable laws, including those related to data privacy, data security, and international communications and that End User has obtained any and all consents necessary for VECTRA to engage in data processing under this Agreement. Submission or provision of End User Data to VECTRA shall be at End User's own risk, and VECTRA assumes no responsibility or liability for receipt of such End User Data.

## 5 Fees and Payments

5.1 Fees. End User will pay the fees for Products to VECTRA as set forth in the applicable Order. The subscription fees may be modified by VECTRA for each renewal period by written notice to End User at least thirty (30) days prior to the end of the then-current period.

5.2 Invoicing. Hardware purchased from VECTRA and set forth under this Agreement will be invoiced by VECTRA upon shipment of such Hardware. All subscription fees and maintenance fees invoiced by VECTRA shall be payable by End User prior to the start of the applicable subscription and maintenance period. All other amounts will be invoiced as set forth in the Order, or if not specified, prior to commencement of the applicable licenses, services or renewals.

5.3 Payments. Any payments to VECTRA shall be due and payable within thirty (30) days after the date of invoice by VECTRA. Without limiting any other remedies, past due amounts shall be subject to a monthly charge of one and one-half percent (1½%) per month of the unpaid balance or the maximum rate allowable by law, whichever is less.

5.4 Taxes. Amounts payable to VECTRA under this Agreement are payable in full to VECTRA without reduction for taxes (including any withholding tax) or customs duties. In addition, End User shall be responsible for any and all taxes (including, without limitation, consumption sales, use, value-added and similar taxes) and customs duties paid or payable, however designated, levied, or based on amounts payable to VECTRA hereunder and any associated penalties, fines and attorneys' fees, but exclusive of United States federal, state and local taxes based solely on VECTRA's net income.

5.5 Usage Based Billing. Fees which are paid for by usage (e.g., IP count, bandwidth, devices, users, workloads, etc.) may be reconciled with actual usage at VECTRA'S discretion. VECTRA reserves the right to perform true-up reconciliation and charge for any usage above the volume purchased. To calculate End User usage, VECTRA will sample the amount of usage observed by any Product every hour. At the end of any 30-day period, the samples are ordered from highest to lowest. The top five percent (5%) of the samples are discarded. The highest remaining sample (i.e., End User's usage at the ninety-fifth percentile (95<sup>th</sup> %)) is the measured usage.

5.6 Future Functionality. End User agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by VECTRA regarding future functionality or features.

5.7 Suspension of Account for Failure to Pay. VECTRA reserves the right to suspend End User's account, in addition to all of its other rights and remedies, in the event that End User's account becomes overdue and is not brought current within ten (10) business days following notice of past due account from VECTRA. Such notice may be sent by email.

**6 Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue for each Order until the end of the applicable Order Term, unless earlier terminated. Either party may terminate this Agreement or an applicable Order in the event of breach by the other party that is not cured within thirty (30) days after notice (or ten (10) days for breach of payment or license restrictions). VECTRA may terminate this Agreement immediately upon End User becoming insolvent or generally failing to pay its debts as they become due, or commencing or becoming subject to reorganization, insolvency or liquidation proceedings or ceasing to conduct business in the ordinary course. Upon termination, all licenses and Subscriptions shall terminate and End User shall return and cease all use of the Software and Subscriptions. Sections 3, 4.10, 4.11, 5, 7, 8, 9, 10, 11, 12, 13, and 15 and all payment obligations accruing prior to termination, will survive.

## 7 Warranty

7.1 Mutual Warranty. Each party represents and warrants that: (a) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (b) it shall comply with all laws, rules, and regulations applicable to the exercise of its rights and performance of its obligations hereunder.

7.2 Limited Warranty.

a. VECTRA warrants that:

- a) The Hardware shall be free from defects in material and workmanship for ninety (90) days from the date of shipment.
- b) The Software will substantially conform to VECTRA's published specifications for ninety (90) days from the date of shipment; and
- c) The subscriptions shall perform materially to published specifications for the Product.

b. As End User's sole remedy and VECTRA's exclusive liability with respect to breach of warranty, VECTRA shall, at VECTRA'S sole option, repair, or replace the defective Hardware or correct the Software or the Subscriptions, as applicable. All warranty claims must be made on or before the expiration of the applicable warranty period and the defect must not be due to accident; unusual physical, electrical or electromagnetic stress; neglect; modification, alteration or misuse; or failure to properly install, operate and maintain in accordance with the manufacturer's specifications.

7.3 RMA Procedures. Prior to return of any Hardware, End User will execute and report the results of any tests or diagnostics specified by VECTRA, confirm limited warranty status with VECTRA and obtain and affix an RMA number from VECTRA prior to shipment. Returns with RMA number are to be shipped by End User, freight pre-paid, to VECTRA's designated return or repair facility, so that they are received within 2 weeks of obtaining the RMA number. Any Hardware found to be out-of-warranty, including any with a voided warranty, is subject to charges for processing and repair or replacement at VECTRA's then-current rates.

**8 Limitation of Liability.** IN NO EVENT SHALL VECTRA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VECTRA'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS WILL NOT EXCEED THE AMOUNT PAID FOR THE RESPECTIVE PRODUCTS TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

**9 Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND VECTRA AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. END USER ACKNOWLEDGES THAT VECTRA DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING SERVICE PROVIDERS.

## 10 Indemnity.

10.1 VECTRA'S Obligation. End User agrees that VECTRA has the right to defend, or at its option to settle, and VECTRA agrees, at its own expense, to defend or at its option settle, any third party claim, suit or proceeding (collectively, "Action")

brought against End User alleging the Products infringe any United States patent in existence as of the Effective Date, subject to the limitations set forth herein. VECTRA will have sole control of any such Action or settlement negotiations, and VECTRA agrees to pay, subject to the limitations set forth herein, any final judgment entered against End User on such issue in any such Action defended by VECTRA. End User agrees that VECTRA will be relieved of the foregoing obligations unless End User notifies VECTRA promptly in writing of such Action, gives VECTRA authority to proceed as contemplated herein, and gives VECTRA proper and full information and assistance to settle and/or defend any such Action.

10.2 End User Indemnity. End User will defend any action brought against VECTRA its Affiliates, and its and their respective employees, contractors, agents, officers and directors to the extent based upon a third party claim arising from or otherwise related to: (i) the End User Data; or (ii) any use of the Product by End User not authorized under this Agreement or in violation of law and will pay any costs, damages and reasonable attorneys' fees attributable to such Action that are finally awarded against VECTRA or agreed upon by End User in settlement.

10.3 Remedies. If it is adjudicatively determined, or if VECTRA believes, that the Products or any part thereof, infringe any patent, copyright or trademark, or if the sale or use of the Products, or any part thereof, is, as a result, enjoined, then VECTRA may, at its election, option and expense: (i) procure for End User the right under such patent, copyright or trademark to sell or use, as appropriate, the Products or such part thereof; (ii) replace the Products, or part thereof, with other noninfringing suitable Products or parts; (iii) suitably modify the Products or part thereof; or (iv) remove the Products, or part thereof, terminate distribution or sale thereof and refund the payments paid by End User for such Products less a reasonable amount for use and damage. VECTRA will not be liable for any costs or expenses incurred without its prior written authorization, or for any installation costs of any replaced Products.

10.4 Exclusions. VECTRA shall have no obligations under this Section if the Action is based upon or arises out of: (i) any modification to the Product not made by VECTRA; (ii) any combination or use of the Product with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) End User's continued use of the allegedly infringing Product after being notified of the infringement claim or after being provided a modified version of the Product by VECTRA at no additional cost that is intended to address such alleged infringement; (iv) End User's failure to use the Product in accordance with the applicable Product specifications; and/or (v) End User's use of the Product outside the scope of the rights granted under this Agreement.

10.5 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE END USER'S SOLE AND EXCLUSIVE REMEDIES, AND VECTRA'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THRID PARTY INTELLECTUAL PROPERTY RIGHTS.

## **11 Confidentiality.**

11.1 Confidential Information. The term "Confidential Information" includes all information, software and data furnished by either party and with respect to the End User includes information furnished by End Users (the "Discloser") to the other party (the "Recipient"), whether in oral, written, graphic or machine-readable form, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation materials, documentation, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and procedures, legal, financial or business affairs, markets, products, key personnel, suppliers, policies or operational methods, plans for future developments for the business of the Discloser, and all other information disclosed to the Recipient by the Discloser that is not readily available to the public, and all copies of the foregoing. In addition to the foregoing, Confidential Information of VECTRA will also include (i) all information relating to the Products, including but not limited to information relating to the performance, reliability, and stability of the Products (including availability, uptime, and performance benchmarks), operation of the Products, knowhow, techniques, processes, ideas, algorithms, and Product design and architectures, and all documentation related to the Products.

11.2 Non Confidential Information. Notwithstanding the foregoing, Confidential Information will not include information that: (i) has entered the public domain through no action or failure to act of the Recipient; (ii) prior to disclosure hereunder was already lawfully in Recipient's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information to the Recipient; (iv) is approved in writing by the Discloser for disclosure by the Recipient; (v) is provided by the Discloser to a third party without a confidentiality restriction; or (iv) is independently developed by the Recipient without reference to the Discloser's Confidential Information.

11.3 Obligations of Non-Disclosure. The Recipient will safeguard the Confidential Information of the Discloser with at least the same degree of care that it utilizes to safeguard its own Confidential Information of like kind, but in any event not less than a reasonable degree of care. The Recipient agrees (a) not to disclose the Confidential Information of the Discloser to any third parties (except for its employees, Affiliates, subcontractors, or professional advisors who are bound by an obligation of confidentiality no less restrictive than this provision) in the breach of the foregoing sentence, and (b) to use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement. The Recipient will not remove or alter any copyright, trademark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Discloser.

11.4 Return of Confidential Information. Each Recipient will destroy or return to Discloser all Confidential Information of the Discloser that the Recipient possesses upon the expiration or termination of this Agreement; provided, however, that to the extent that copies of Confidential Information are contained in the Recipient's off-site backup data storage archives and are not

readily accessible for deletion, the Recipient will not be obligated to delete such copies so long as it does not willfully attempt to access such Confidential Information and continues to comply with the confidentiality restrictions set forth herein.

11.5 **Compelled Disclosure.** If the Recipient is compelled by law, regulation or a court of competent jurisdiction to disclose any of the Discloser’s Confidential Information then, to the extent permitted by law, the Recipient will promptly notify the Discloser so that it may seek a protective order or other appropriate remedy. The Recipient will provide reasonable cooperation at the Discloser’s expense in seeking such order or other remedy. If disclosure is ultimately required, the Recipient will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment and will continue to treat such Confidential Information in accordance with its obligations under this provision.

11.6 **Injunctive Relief.** Each party acknowledges that the Discloser may be irreparably harmed if Recipient’s obligations hereunder are not specifically enforced and that Discloser may not have an adequate remedy at law in the event of an actual or threatened violation hereof. The Recipient agrees that Discloser, in addition to any of its other available rights and remedies, will be entitled to seek equitable relief, including injunction (with no requirement to post a bond or other security or to prove actual damages) to prevent breaches or threatened breaches of this Section 6 by the Recipient or any of its representatives and to seek specific performance of the terms of this of this provision.

**12 Governing Law; Disputes.** This Agreement is governed by California law, excluding its choice of laws rule. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be subject to exclusive jurisdiction, forum and venue of the state and federal courts in Santa Clara County, California, and the parties agree and submit to the personal and exclusive jurisdiction of these courts. This Agreement and all proceedings shall be in the English language only.

**13 Export; FCPA.** Products may not be exported without prior written consent of VECTRA. End User warrants and hereby gives written assurance to VECTRA that End User will comply with all U.S. and foreign export and re-export restrictions applicable to the Products, documentation and technical information provided hereunder. End User warrants that it shall comply with the Foreign Corrupt Practices Act (“FCPA”) in all dealings with, by, for or on behalf of VECTRA, and shall not offer, promise, give, demand, seek or accept, directly or indirectly, any gift or payment, consideration or benefit in kind that would or could be construed as an illegal or corrupt practice.

**14 Force Majeure.** VECTRA shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

**15 Miscellaneous.** This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by End User without the prior written consent of VECTRA. This is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term herein shall in no way be construed as a waiver of any other term or breach. This Agreement supersedes all pre-printed terms and conditions in any purchase order or other business forms submitted by End User and any terms which are inconsistent with the terms of this Agreement are explicitly rejected. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed counterparts, each of which will be considered an original, including by facsimile or other electronic form. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**VECTRA AI, INC.**

\_\_\_\_\_ **(END USER)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Support Services**

1. **Support Term.** Support service as set forth in this Exhibit A (“**Support Services**”) commence on the Effective Date (or other applicable start date specified in the Order) and will continue until the end of the Subscription Term. If End User elects not to renew Support Services or fees are not kept current, End User may re-enroll only upon prior written consent of VECTRA and payment of the applicable subscription fee for the coming period and all fees that would have been paid had End User not discontinued Support Services.

2. **Support Services.** For so long as End User is current in the payment of all subscription fees, the following Support Services will be made available during the applicable Subscription Term: (a) Updates released during the Subscription Term, and (b) Error resolution assistance for Errors in the Software reported by End User during the Subscription Term, as further described below. Support Services will be provided only with respect to the then current version of the Software and only for active Subscriptions. VECTRA shall have no obligation to provide Support Services for: (i) altered or damaged Software or any portion of the Software incorporated with or into other software; (ii) Products problems caused by End User’s negligence, abuse or misapplication, use of the Products other than as specified in VECTRA’s user manual or other causes beyond the control of VECTRA; or (iii) Software or Subscriptions installed or used on any hardware that is not supported by VECTRA. Support requests may be submitted online 24/7 at support.vecetra.ai. For Error resolution assistance, VECTRA will use commercially reasonable efforts to correct any Error reported by End User in the Software attributable to VECTRA, employing a level of effort commensurate with the severity of the Error, provided, however, that VECTRA shall have no obligation to correct all errors in the Software.

3. **End User Responsibilities.** End User is responsible for providing sufficient information and data to allow VECTRA to readily reproduce all reported Errors. If VECTRA believes that a problem reported by End User may not be due to an Error in the Software or cannot be readily reproduced VECTRA will so notify End User. End User shall document and promptly report all Errors to VECTRA and take all steps necessary to carry out procedures for the rectification of Errors or malfunctions within a reasonable time after such procedures have been received from VECTRA.

4. **Certain Definitions.** For the purpose of this Exhibit only, the following terms shall have the following meanings:

“Error” means a reproducible programming error in the Software which significantly degrades the Software as compared to VECTRA’s published performance specifications. Correction may be provided by patch, correction in the next Update, work-around or avoidance procedure, or other resolution to remedy the Error.

“Support” means technical support telephone or email assistance provided by VECTRA to a designated End User support contact during normal business hours concerning the installation and use of the Products.

“Update” means a maintenance release of the Software designated as such by VECTRA and released on a general, regularly scheduled basis as part of standard maintenance to VECTRA's other End Users for the same version of the Software without additional charge.



**SCHEDULE N**  
**Cognito Detect for Network Traffic**

This Cognito Detect for Network Traffic schedule (“Schedule N”) is a Schedule to the Terms of Service to which this Schedule N is attached. The terms of this Schedule N supersede provisions in the Terms of Service only to the extent that the terms of this Schedule N and the Terms of Service expressly conflict. However, nothing in this Schedule N should be interpreted as invalidating the Terms of Service, and provisions of the Terms of Service will continue to govern the relations between the parties insofar as they do not expressly conflict with this Schedule N. This Schedule N shall coterminate with the Terms of Service.

**1. DATA SHARING AND ACCESS TO THREAT DETECTION DATA**

In addition to Section 4.1 of the Agreement, VECTRA may access, process, and retain End User Data transferred on networks to which End User connects any Product or Appliance for purposes of product improvement, analysis, and evaluation as follows:

- a. Optional Metadata Access for Detect. As set forth in the Order or as End User otherwise elects during the installation, configuration or use of the Products, VECTRA may monitor and access non-identifying session and detection metadata, including DNS, HTTP and session data; detection details; host ID mapping data; and detection precursors.

**SCHEDULE O**  
**Cognito Detect for Office 365**

This Cognito Detect for Office 365 Schedule (“Schedule O”) is a Schedule to the Terms of Service to which this Schedule O is attached. The terms of this Schedule O supersede provisions in the Terms of Service only to the extent that the terms of this Schedule O and the Terms of Service expressly conflict. However, nothing in this Schedule O should be interpreted as invalidating the Terms of Service, and provisions of the Terms of Service will continue to govern the relations between the parties insofar as they do not expressly conflict with this Schedule O. This Schedule O shall coterminate with the Terms of Service.

**1 1 DEFINITIONS**

“O365 Data” means all Microsoft Office 365 event and log data extracted by VECTRA log sensors in order to provide the O365 Service to the End User including but not limited to: (i) user actions within Office365, including accessing, reading, downloading, deleting, and sharing files (ii); administrator actions in Office 365, including policy and configuration changes; and (iii) authentication and authorization events in AzureAD.

“O365 Service” means VECTRA’s metadata storage, search, and analytics management software as a service platform currently known as “Cognito Detect for Office365.”

**1 DATA SHARING AND ACCESS TO THREAT DETECTION DATA**

In addition to Section 4.1 of the Agreement, VECTRA may access, process, and retain End User Data transferred on networks to which End User connects any Product or Appliance for purposes of product improvement, analysis, and evaluation as follows:

- a. Optional Metadata Access for O365. As set forth in the Order or as End User otherwise elects during the installation, configuration or use of the Products, VECTRA may use anonymized O365 Data and detection details.

**2 STORAGE OF O365 Data**

The O365 Service will retain O365 Data for 60 days. O365 Data will older than 60 days will be erased.

**3 END USER ADMINISTRATOR AND GRANT OF ACCESS**

An Office365 Administrator at the End User must provide Vectra with consent to access the O365 Data. Consent may be revoked at any point by the End User with no involvement from VECTRA. Revoking consent will stop the flow of O365 Data to VECTRA and disrupt delivery of the O365 Service until consent is once again granted.

**4 DELETION OF END USER DATA FOLLOWING TERMINATION**

Upon request by End User made within thirty (30) days after the effective date of termination, VECTRA will make available to End User for download all End User Data contained within the O365 Service at the time of termination in mutually agreed upon format. After such thirty (30) day period, VECTRA shall have no obligation to maintain or provide any End User Data and shall thereafter, unless legally prohibited, be entitled to delete all End User Data in its systems or otherwise in its possession or under its control. Upon notice from End User, VECTRA will securely destroy all End User Data from its systems within one hundred eighty (180) days of the date of receipt of such notice and will notify End User upon completion of such destruction; provided that VECTRA may retain copies of such End User Data as required per by law or backup policies.

## **SCHEDULE R**

### **Recall**

This Recall Schedule (“Schedule R”) is a Schedule to the Terms of Service to which this Schedule R is attached. The terms of this Schedule R supersede provisions in the Terms of Service only to the extent that the terms of this Schedule R and the Terms of Service expressly conflict. However, nothing in this Schedule R should be interpreted as invalidating the Terms of Service, and provisions of the Terms of Service will continue to govern the relations between the parties insofar as they do not expressly conflict with this Schedule R. This Schedule R shall coterminate with the Terms of Service.

#### **1 DEFINITIONS**

“Metadata” means all network metadata derived from use of the Recall Service by or on behalf of End User and extracted by VECTRA traffic and log sensors, including but not limited to: (i) session metadata, including connectivity, DNS, HTTP, SMB, RDP, Kerberos, LDAP, file hashes, and SSL, and (ii); detection metadata and precursors.

“Recall Service” means VECTRA’s metadata storage, search, and analytics management software as a service platform currently known as “Cognito Recall.”

#### **2 DATA SHARING AND ACCESS TO THREAT DETECTION DATA**

In addition to Section 4.1 of the Agreement, VECTRA may access, process, and retain End User Data transferred on networks to which End User connects any Product or Appliance for purposes of product improvement, analysis, and evaluation as follows:

- a. Optional Metadata Access for Recall. As set forth in the Order or as End User otherwise elects during the installation, configuration or use of the Products, VECTRA may monitor and access non-identifying session metadata, including DNS, HTTP and session data.

#### **3 STORAGE OF METADATA**

The Recall Service will retain Metadata for the defined period of time selected by End User and stated in the applicable Order (the “Storage Period”). Metadata will be erased at the end of the applicable Storage Period, and new Metadata will be stored in its place, so that at any time during the Subscription term, Metadata derived by the Recall Service for the most recent Storage Period will be accessible to End User. By way of example, and without limiting the generality of the foregoing, if End User purchases a 4-week Storage Period, then at any point during the Subscription term End User will have access to the Metadata from the immediately preceding 4-week period, but not to any Metadata derived before then.

#### **4 END USER ADMINISTRATOR**

End User may specify one or more end users as administrators (each an “Administrator”) to manage its account. End User is responsible for maintaining the security of its accounts and passwords (including, but not limited to, Administrator and other end user accounts and passwords).

#### **5 DELETION OF END USER DATA FOLLOWING TERMINATION**

Upon request by End User made within thirty (30) days after the effective date of termination, VECTRA will make available to End User for download all End User Data contained within the Recall Service at the time of termination in mutually agreed upon format. After such thirty (30) day period, VECTRA shall have no obligation to maintain or provide any End User Data and shall thereafter, unless legally prohibited, be entitled to delete all End User Data in its systems or otherwise in its possession or under its control. Upon notice from End User, VECTRA will securely destroy all End User Data from its systems within one hundred eighty (180) days of the date of receipt of such notice and will notify End User upon completion of such destruction; provided that VECTRA may retain copies of such End User Data as required per by law or backup policies.

## **SCHEDULE S** **Professional Services**

This Professional Service Schedule (“Schedule S”) is a Schedule to the Terms of Service to which this Schedule S is attached. The terms of this Schedule S supersede provisions in the Terms of Service only to the extent that the terms of this Schedule S and the Terms of Service expressly conflict. However, nothing in this Schedule S should be interpreted as invalidating the Terms of Service, and provisions of the Terms of Service will continue to govern the relations between the parties insofar as they do not expressly conflict with this Schedule S. This Schedule S shall coterminate with the Terms of Service.

### **1 DEFINITIONS**

“Change Order” means any change to a SOW as described in the “Change Orders” section below. Change Orders will be deemed incorporated by reference into the applicable SOW.

“Content” means any report documentation, software, program, script, content, audio or visual material, images, digital media, or other materials of any type.

“Deliverable” means any Content to the extent expressly identified as a Deliverable in an applicable SOW (in any medium and in any stage of development or completion) provided or created by VECTRA (including by any of its employees, agents or subcontractors) alone or jointly with others.

“Services” means work performed by VECTRA, its Affiliates, or their respective permitted subcontractors under a SOW, including but not limited to the provision of any Deliverables specified in an applicable SOW.

“Statement of Work” or “SOW” means a document describing Services to be provided hereunder that is entered into between End User and VECTRA. SOWs will be deemed incorporated herein by reference.

### **2 DELIVERY OF SERVICES**

VECTRA will provide the Services, including any Deliverables listed in the applicable SOW, in accordance with the Agreement and the applicable SOW.

### **3 ACCEPTANCE OF DELIVERABLES**

To the extent the Services include any Deliverables under an applicable SOW, upon completion of each Deliverable, VECTRA will submit a complete copy to End User. End User will review and test all Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable within ten (10) business days after VECTRA’s submission of the Deliverable or such other time period as may be defined in the applicable SOW (the “**Acceptance Period**”). End User will provide VECTRA with written notification of acceptance for each Deliverable before the end of the Acceptance Period; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If End User, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, End User must so notify VECTRA in writing during the Acceptance Period, specifying the deficiencies in detail. VECTRA will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to End User as soon as practicable. End User will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to VECTRA in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW after its second resubmission to End User, End User may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to VECTRA for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to End User’s executive sponsor for the project associated with the SOW and the VECTRA Vice President ) or (ii) terminate the relevant SOW immediately upon written notice and recover all Services fees paid under such SOW for such deficient Deliverable. If the parties determine that a Deliverable’s functional requirements specified in a SOW require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

### **4 CHANGE ORDERS**

Changes to a SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

## **5 FEES**

End User will pay VECTRA for the Services at the rates specified in the applicable SOW, or if no rate is specified in the SOW, VECTRA'S standard rates in effect at the time the SOW is executed.

## **6 EXPENSES**

End User will reimburse VECTRA for reasonable travel and out-of-pocket expenses incurred in connection with the Services

## **7 END USER INTELLECTUAL PROPERTY**

End User hereby grants VECTRA such licenses as may be required for VECTRA to perform its obligations hereunder, and End User does not grant to VECTRA any other rights in or to End User's intellectual property except as set forth in an applicable SOW or as otherwise agreed to in writing.

## **8 WARRANTY**

VECTRA warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, End User's exclusive remedy and VECTRA's entire liability will be the re-performance of the applicable Services. If VECTRA is unable to re-perform the Services as warranted, End User will be entitled to recover the Services fees paid to VECTRA for the deficient Services. End User must make any claim under the foregoing warranty to VECTRA in writing within ninety (90) days of performance of such Services in order to receive warranty remedies.

## **9 DISCLAIMER**

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.