SOFTWARE AS A SERVICE AGREEMENT FOR VMRAY SOFTWARE VERSION 17

THIS SOFTWARE AS A SERVICE AGREEMENT ("**SAASA**") IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND PROVIDER (COLLECTIVELY "**PARTIES**" OR INDIVIDUALLY A "**PARTY**"). IT COVERS THE TERMS AND CONDITIONS FOR CUSTOMER'S USE OF VMRAY SOFTWARE AS A SERVICE ON SERVERS CONTROLLED BY PROVIDER. PROVIDER OBJECTS TO ANY ALTERNATIVE OR ADDITIONAL TERMS OR CONDITIONS PROPOSED BY CUSTOMER IN ANY CUSTOMER-ISSUED DOCUMENT (SUCH AS A PURCHASE ORDER), INCLUDING ANY TERMS THAT ARE IN CONFLICT WITH THIS SAASA, EXCEPT WHERE AN INDIVIDUAL, SIGNATURE-BEARING CONTRACT HAS BEEN CONCLUDED WITH PROVIDER AS THE GOVERNING AGREEMENT. ANY PRODUCT PLAN, ORDER OR INVOICE RELATING TO THIS SAASA IS DEEMED TO BE PART OF THIS SAASA AND IS HEREBY INCORPORATED BY REFERENCE.

IN CASE CUSTOMER RECEIVES THE SERVICE THROUGH A RESELLER, ALL FEES AND OTHER PROCUREMENT AND DELIVERY TERMS WILL BE AGREED BETWEEN CUSTOMER AND RESELLER; HOWEVER, THE TERMS SET FORTH IN THIS SAASA REGARDING CUSTOMER'S USE OF THE SERVICE REMAIN APPLICABLE. CUSTOMER'S AGREEMENT WITH THE RESELLER IS BETWEEN CUSTOMER AND THE RESELLER ONLY AND SUCH AGREEMENT IS NOT BINDING ON PROVIDER OR USE OF THE SERVICE.

THE SERVICE IS NOT AVAILABLE FOR PERSONAL, HOME, AND/OR CONSUMER USE. IF YOU DO NOT AGREE TO BE BOUND BY THIS SAASA DO NOT USE THE SERVICE. ONCE THE SERVICE HAS BEEN USED, ALL PROVISIONS OF THIS SAASA APPLY. ANY USE OF THE SERVICE BY CUSTOMER SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF THIS SAASA.

Definitions:

Access Credentials: Any API-key, access email, username, identification number, password, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

Account: The VMRay Platform account set up by the Customer for the use of the Service.

Affiliate: Any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a Party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

Affiliate Use: (a) Customer (i) sharing Results with Affiliates or (ii) permitting Affiliates to trigger Analyses and receive Results through a VMRay offered feature like e.g. IR Mailbox (both "**Indirect Affiliate Use**") and/or (b) Customer permitting Affiliates a direct access and use the Service via the API or web interface ("**Direct Affiliate Use**"),

Analysis: The process of generating Results regarding potential malware based on the submission of a Sample to the VMRay Platform.

Authorized User: Employee, agent or independent contractor of Customer or its Affiliate (i) who is identified by Customer, and/or (ii) whom the Service can identify.

Confidential Information: Any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary.

Customer: The entity entering this SAASA with Provider.

Customer Content: All data (including Personal Data), or other content, communications, or material, in any format, and any software, application, system, network, or infrastructure provided or made accessible by Customer or Authorized User to Provider in connection with Customer's access and use of the Service. For clarification, the Severity Verdict provided by the Service does not contain Customer Content, and it is technically impossible to reconstruct any Customer Content from such Severity Verdict. **Documentation**: Any technical specifications, online help content, user manuals, or similar materials pertaining to the implementation, operation, access, and use of the Service that are made available by Provider, as may be revised by Provider from time to time.

External Use: Any access to or use of the Service by Authorized Users or a Third Party, which is not Internal Use as defined below.

Force Majeure Event: Fire, flood, earthquake, pandemic, elements of nature or acts of God, fundamental technological changes to the underlying hardware or software, or any other similar cause beyond the reasonable control of Provider.

GDPR: the European Union ("**E.U.**") General Data Protection Regulation which is only applicable to personal data that is subject to, regulated by, and protected under the GDPR and shall also include additional laws, rules, and regulations now or hereafter promulgated by the EU, any Member State, or other governmental authority under or supplemental to the GDPR, as the same may be amended, supplemented, or replaced from time to time.

Hazardous Environment: An environment requiring fail-safe performance, such as, without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support systems, medical systems, transport management systems, or weapon or combat systems, in which the failure of the Service could lead to personal injury, death, property damage or environmental damage.

Internal Use: Any use of the Service for Customer's internal (i.e., own) information security purposes, i.e. to protect Customer's own computing infrastructure. By way of example and not limitation, Internal Use shall not include any access or use, whether commercial or non-commercial: (i) by or for the benefit of any Third Party, or (ii) in any event, for the development, supplement, improvement or quality assurance of any product or service (e.g. managed security, cybersecurity consultancy, threat intelligence feed etc.) of Customer to be provided to a Third Party.

Order: An executed or otherwise accepted Quote (including acceptance by performance) or (b) a Customer-initiated and Provider-accepted document for the procurement of the Service to be supplied only in accordance with and subject to the provisions of this SAASA, which must contain the terms set forth in the Quote or other information sufficient to complete the transaction.

Personal Data: Any information relating to an identified or identifiable individual or that is otherwise defined as "personal data", "personal information", or "personally identifiable information" under applicable data protection laws.

Product Plan: One of the different VMRay Product subscription models with specific available modules.

Provider: Either VMRay, Inc., a Delaware (United States of America, "**U.S.**") corporation, located in 75 State Street, Ste 100, Boston, MA 02109 (U.S.) or VMRay GmbH, a German limited liability company, located in Suttner-Nobel-Allee 7, 44803 Bochum (Germany), as specified in the Order. In the absence of such Order, Provider shall be VMRay, Inc., if Customer resides in the Americas (North, Central and South America), or VMRay GmbH, if Customer resides outside of the Americas.

Quota: The quantity of Analyses, mailboxes, other measure, and/or other measuring mechanism for each Service purchased under this SAASA as set forth in an Order.

Quote: One or more documents issued by Provider or a Reseller (as the case may be) to Customer specifying the Service (including the selected Product Plan(s)), the related pricing, payment terms, and offered Quota as well as sufficient other information to complete the transaction.

Report: Presentation of detailed security relevant information from a Result in human and/or machine-readable format.

Reputation Analysis: Looking up Reputation Data in a database of known good and known bad values.

Reputation Data: Network indicators (URLs, domain names, IP addresses) and hash values derived from a Sample that can be used with Reputation Analyses to increase the efficacy and efficiency.

Reseller: A reseller or other partner that is authorized by Provider or its distributor to secure Orders for the sale of VMRay Products and services to customers.

Result: Any outcome of an Analysis, usually provided to Customer within the VMRay Platform as a Report or Verdict.

Sample: Data submitted by Customer for Analysis (e.g. Office file, executable, URL, or email) and optional analysis instructions and configuration settings (e.g. command line parameters or prescripts).

Sanctions and Export Control Laws: Any law, regulation, or similar provision applicable to the Service and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including, but not limited to, those administered and enforced by the E.U., the United Kingdom, and the U.S., each of which shall be considered applicable to the Service.

Service: The provision of VMRay Product(s) set forth on all Orders entered into under this SAASA, as well as all accompanied components (executables, Documentation, and all other files provided) as a service on servers controlled by Provider .

Third Party: Any person or entity other than the Customer, Customer's Affiliate, or an Authorized User.

Updates: Upgrades, updates, patches, and/or hotfixes of the Service that replace or supplement the original Service.

Usage Statistics: Statistical information generated by Customer's use of the Service, excluding any Samples or Personal Data.

Verdict: Presentation of core security relevant data from a Result in form a) of high-level classification information about a Sample's detected grade of maliciousness ("**Severity Verdict**"), usually represented as textual descriptions (e.g. "malicious", "suspicious" or "clean" or "n/a") and/or numeric values (e.g. number between 0 and 100) and b) enrichment data for a threat in question.

VMRay Competitor: A person or entity in the business of developing, distributing or commercializing IT security products or services substantially similar to or competitive with Provider's products or services.

VMRay DPA: The Data Processing Addendum ("**DPA**") located at vmray-legal.com.

VMRay Platform: Provider's core software and its additional functionality supplied by Provider.

VMRay Product: A software solution within the VMRay Platform which can be licensed as a Service under this SAASA.

1. Rights and Restrictions.

1.1 Subject to the terms and conditions of this SAASA, Provider grants Customer a non-exclusive, non-sublicensable, non-transferable, and non-assignable right to access and use the Service, during the Term and in accordance with the applicable Documentation, for Internal Use. Customer's Internal Use shall include Affiliate Use,, but in case of Direct Affiliate Use Customer shall (i) provide prior written notice to Provider, (ii) ensure that its Affiliates are aware of and comply with the terms and conditions of this SAASA, and (iii) be responsible for, and hold Provider harmless from, the acts and omissions of its Affiliates relating to such Direct Affiliate Use. The Affiliate is not a separate or additional customer, or otherwise having any rights or deemed to be a third-party beneficiary hereunder in any event or circumstance, and since all support is to be provided only to Customer, no Affiliate will be entitled to request or receive support directly from Provider. In case Customer wants to extend its Internal Use to entities which are not Affiliates but belong to a company network, group or similar construct, such extension must be pre-approved by Provider in writing.

1.2 Customer is not permitted under this SAASA to directly or indirectly:

   a) use the Service (i) other than for its intended purpose of improving Customer's own security and protecting Customer's own computing infrastructure, (ii) in any way or in connection with any activity qualifying as External Use, (iii) in any way or in connection with any activity that is unlawful fraudulent or harmful, (iv) in any competitive manner, or (v) in a Hazardous Environment,

   b) modify, enhance, disassemble, reverse compile, or reverse engineer the Service,

   c) sell, lend, assign, lease, or transfer in any other way this SAASA, the related Account or Access Credentials,

   d) publish or otherwise make available to any third party, any benchmark tests or performance analysis relating to the Service without the express written permission of Provider which may be withheld or conditioned at the sole discretion of Provider,

   e) create any derivative works or other works that are based upon or derived from the Service in whole or in part, unless such works are only created for and utilized in Internal Use, or

   f) circumvent the Internal Use restriction; prohibited circumventions of the Internal Use restriction include but are not limited to: (i) providing a mechanism enabling Third Parties to submit Samples, (ii) providing Results created by the Service to Third Parties, or (iii) providing services or products to Third Parties, where malware detection and analysis capabilities are built in whole or in part on Service. Any behavior in violation of this provision 1.2 is not allowed and Provider may terminate the Service, in addition to any other remedies and damages allowed by law and with no refund of any fees paid.

1.3 If Customer plans to use the Service and/or its Results directly or indirectly as part of an External Use case or becomes aware that such External Use is already performed, Customer shall promptly inform Provider and discontinue such External Use until the Parties have closed separate agreement (e.g. a full OEM contract) or addendum to this SAASA (e.g. additional MSSP terms) governing such External Use, which the Parties agree to negotiate in good faith.

1.4 Customer acknowledges that the Service includes significant non-public elements, including its structure, algorithms, logic, flow, know-how, programming techniques, ideas, and design that are protected and maintained as proprietary trade secrets, which may also be protected under copyright and other intellectual property laws and treaties. Customer shall not use or disclose any such trade-secret protected information to Third Parties during and after the term of this SAASA and for so long thereafter as such trade secret-protected information remains protected as trade secrets under applicable law.

1.5 Customer understands and agrees that the success of its security efforts is dependent on a number of factors solely under Customer's control and responsibility.

2. Account and User Management.

2.1 As soon as practicable following the execution of this SAASA, Provider will enable Customer to set up its Account.

2.2 The Service offers a user management, by which Customer can allow the agreed on number of Authorized Users to use the Account.

2.3 It is Customer's sole responsibility to protect the Account and the Access Credentials from: any unauthorized access or use and if – for any reason – Customer becomes aware of such, or any incidents that may lead thereto, it is Customer's duty to promptly inform Provider. For sake of clarity, the sharing of Access Credentials within Customer's organization to exceed user limits shall be regarded as unauthorized access and use.

3. Data Processing; Data protection.

3.1 The Service stores all data (including access logs) that is necessary for the purposes of this SAASA. Except as provided otherwise herein such stored data may be used for the purposes of this SAASA only. Customer acknowledges that Provider does not control Customer Content submitted to the Service. Customer is solely responsible for all Customer Content, including but not limited to its accuracy, quality, and legality. Customer represents and warrants that it has the legal rights to provide Customer Content to Provider.

3.2 Provider will maintain appropriate administrative, physical, and technical measures designed to protect the security, confidentiality, and integrity of Customer Content processed by Provider. The VMRay DPA is incorporated by reference into this SAASA if the provision of the Service constitutes a "processing" by Provider of any Personal Data on behalf of Customer within the Customer Content, but only to the extent such processing falls within the scope of the GDPR. In the event of any conflict between the terms of the VMRay DPA and this SAASA, the terms of the VMRay DPA will take precedence.

3.3 Customer acknowledges and agrees that the use of the Service may involve a data transfer between the Affiliates VMRay GmbH and VMRay, Inc. Any transfer of Personal Data between these Affiliates takes place based on of a DPA in compliance with the provisions of the GDPR. In case there is a transfer of Personal Data from VMRay GmbH to VMRay, Inc. such transfer is additionally protected by an agreement on the Standard Contractual Clauses ("**SCC**").

3.4 Customer acknowledges that Provider may monitor the Service and collect Usage Statistics from this monitoring to: (a) verify usage in compliance with this SAASA and the Quota, (b) provide support, (c) monitor the performance, integrity, and availability of the Service, (d) prevent or remediate technical issues, (e) detect and address illegal acts or violations of Section 1.1, and (f) improve the Service.

3.5 To enhance reaction time and accuracy, the Service is able to utilize Reputation Analyses and integrate their output into Results. Reputation Analysis is activated by default. If not deactivated by Customer, Reputation Data may be transferred to external Reputation Analysis service providers of VMRay GmbH without disclosing the identity of Customer. Reputation Analysis service providers located outside of Germany and/or the U.S. are bound by a DPA and/or SCCs to process any Reputation Data only in accordance with data protection standards not less restrictive than the terms and conditions of this SAASA.

3.6 The Service is able to integrate certain program features performed by additional external service providers of Customer. If activated by Customer in the Service (and only then), the

Service may directly transfer data to such additional external service providers and Customer shall be solely responsible for this data transfer.

3.7 All data transfers under Provider's responsibility will be compliant with applicable law and protected by Provider against unauthorized access and disclosure using the same degree of care Provider uses to protect its own information of like importance, but in no case less than a reasonable degree of care.

3.8 Nothing in this SAASA shall grant Customer the right to inspect Provider's premises, Service, or related data systems; provided, however, that the foregoing shall not preclude any right provided to Customer under applicable law (such as the GDPR).

4. Confidentiality.

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose or use such information except as necessary to carry out the purpose of this SAASA. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or Confidential Information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, Affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis, and the receiving Party shall ensure that such persons are: (i) obligated to maintain professional secrecy, or (ii) subject to signed confidentiality agreements that are at least as restrictive as the terms of the SAASA.

4.2 The receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible and permitted by law, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order, and limit disclosure to the extent legally required.

4.3 Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a Third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the SAASA will: (i) preclude Provider from using the ideas, concepts and know-how which are developed in the course of providing any services to Customer or (ii) be deemed to limit Provider's rights to provide similar services to other customers, provided that such developments or similar services do not include Customer's Confidential Information. Customer agrees that Provider may use any feedback provided by Customer related to any Provider service for any Provider business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 In the event of a breach of the obligations in this Section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or

any other form of equitable relief deemed appropriate by a court of competent jurisdiction, without the need to post bond.

4.7 In case the Parties hereto have previously entered into a non-disclosure or confidentiality agreement that is still in effect on the date this SAASA is agreed on, then the Parties hereto agree that such prior agreement is hereby merged into and superseded by this SAASA only with respect to the subject matter hereof and the transactions undertaken pursuant hereto.

5. Confidential Vulnerability Notification.

In the event Customer becomes aware of attack scenarios that could lead to an exploitable vulnerability of the Service, Customer shall promptly notify Provider and shall keep such information strictly confidential unless specific written authorization has been granted by Provider to Customer: (i) allowing Customer to disclose this information to Third Parties, and (ii) enabling Provider to follow a responsible disclosure process towards Provider's customers. Notwithstanding the foregoing, nothing shall prohibit Customer from making disclosures required by law.

6. Limited Warranty and Exclusive Remedy.

6.1 Provider warrants to Customer that (i) the Service itself contains no malware (for the avoidance of doubt: this does not refer to malware contained in a Sample and analyzed by the Service) (ii) the Service will operate without material error or defect in conformance to ANNEX A: Service Specification, ANNEX B: Support Provisions, ANNEX C: Service Level Agreement, and the Documentation under normal use and circumstances until the expiration or termination of Customer's paid right to access and use such Service, (iii) Provider will perform its overall obligations under this SAASA with reasonable care and expertise, (iv) Provider will install Updates as they come available and will inform Customer about any predictable Service downtime caused by such an Update.

6.2 The foregoing limited warranty does not cover events or circumstances caused by accident, abuse or use of the Service in a manner inconsistent with this SAASA, or other guidance provided by Provider, or resulting from a Force Majeure Event (as defined in Section 16.2). If it is established that Provider has breached the above warranty after notice from Customer as required below, Provider may, at its option: (i) use reasonable efforts to cure the breach; or (ii) in the event Provider cannot, after commercially practicable attempts to do so, achieve the remedy in (i) immediately above, either Provider or Customer may terminate this SAASA and Provider will provide a refund (within thirty (30) days) of unused fees pre-paid by Customer, if any, as of the effective date of such termination.

6.3 To benefit from this warranty and the remedies stated herein, Customer must report in writing to Provider, the alleged breach of warranty with reasonable specificity within ten (10) days of its occurrence. The above remedies for breach of the foregoing warranty are Provider's sole and exclusive obligation and liability to Customer, and Customer's sole and exclusive right and remedy for Provider's breach of the foregoing warranty notwithstanding any other provision of this SAASA to the contrary.

7. Disclaimers.

7.1 EXCEPT AS SET FORTH IN SECTION 6, THE SERVICE IS PROVIDED "AS IS, WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT ANY OTHER WARRANTY, CONDITION, UNDERTAKING, OR GUARANTEE OF ANY KIND OR NATURE. PROVIDER (ON BEHALF OF ITSELF AND ITS AFFILIATES) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, GUARANTEES, CONDITIONS, UNDERTAKINGS, OR WARRANTIES OF ANY KIND (WHETHER

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) ARISING FROM OR RELATED TO A STATUTE, CIVIL/COMMERCIAL CODE, CUSTOM, USAGE OR TRADE PRACTICE, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AND/OR CONDITION OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR (SUCH AS A HAZARDOUS ENVIRONMENT) OR GENERAL PURPOSE; TITLE; SATISFACTORY QUALITY; ACCURACY; NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR ABILITY TO ACHIEVE A PARTICULAR OUTCOME.

7.2 FURTHER, PROVIDER DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT: (A) USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE SERVICE OR ITS FUNCTIONS AND FEATURES WILL MEET ALL SECURITY OR OTHER NEEDS OR REQUIREMENTS (SUCH AS USE IN A HAZARDOUS ENVIRONMENT) OF CUSTOMER; (C) USE OF THE SERVICE ALONE WILL FULLY PROTECT CUSTOMER'S SYSTEMS, NETWORKS, DEVICES, ASSETS, INFORMATION, AND/OR DATA FROM AND AGAINST ANY OR ALL MALWARE OR OTHER POSSIBLE RISKS; (D) RESULTS WILL BE ERROR-FREE (E.G. BENIGN SAMPLES MAY BE INCORRECTLY MARKED AS MALICIOUS AND/OR MALICIOUS SAMPLES INCORRECTLY MARKED AS NOT MALICIOUS) OR THAT THE SERVICE WILL DETECT, IDENTIFY, WEAKEN OR REMEDIATE ALL MALICIOUS AND POTENTIALLY HARMFUL ACTIVITIES OF AN ANALYZED MALWARE AND ALL VULNERABILITES KNOWN OR UNKNOWN AT THE TIME; OR (E) THE SERVICE WILL OPERATE IN COMBINATION WITH HARDWARE, OTHER SOFTWARE, SYSTEMS, CLOUD SERVICES, OR DATA NOT PROVIDED OR REQUIRED OR OTHERWISE AUTHORIZED FOR USE WITH THE SERVICE BY PROVIDER.

8. Intellectual Property Indemnity.

8.1 Provider will indemnify, defend, and hold Customer harmless from and against any and all damages, costs, penalties, liabilities, or expenses (including attorneys' fees and costs), and/or, at its option, settle any Third Party claims , suits, and demands based on an allegation that Customer's use of the Service infringes any valid patent or copyright within the jurisdictions where Customer is authorized to use the Service at the time of delivery, provided that: (i) Customer gives Provider prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Provider shall have sole control and authority with respect to defense or settlement of any claim, provided that Customer approval shall be required of any settlement that imposes any liability on Customer; and (iii) Customer takes no action that is contrary to Provider's interest. Provider may, at its option and expense, as Provider's sole obligation: (i) procure for Customer the right to continue to use the Service; (ii) repair, modify or replace the Service so that it is no longer infringing with no material loss in functionality or performance; or (iii) terminate the SAASA, in which case Provider shall provide a pro-rated refund of the fees paid for the Service (directly or through any participating Reseller) which gave rise to the indemnified claim, such pro-rated refund to be calculated against the remainder of the then-current Term from the date it is established that Provider is notified of the Third Party claim.

8.2. Provider shall have no liability arising out of this Section 8 or otherwise if: (i) the claim is a result of a modification of the Service not made or authorized in writing by Provider, or (ii) the Service is not being used in accordance with Provider's specifications, related Documentation and guidelines, (iii) the alleged infringement is subject to any limitation of warranty or disclaimer set forth in Section 6 and/or 7, (iv) the alleged infringement is a result of use of the Service in combination with any Third Party product, (v) the applicable fees have not been paid, or (vi) Customer is otherwise in breach of this SAASA. The indemnifications contained herein shall not apply and Provider shall have no liability in relation to any Service produced by Provider at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE

LIABILITY AND OBLIGATION OF PROVIDER REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER REGARDING ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

9. Liability.

9.1 Exclusions from Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SAASA, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES OR CONTRACTORS UNDER THIS SAASA OR IN CONNECTION HEREWITH FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM OR RELATED TO: (I) LOSS OF USE OF ANY NETWORKS, SYSTEMS, SOFTWARE, HARDWARE, COMPUTERS, OR DEVICES; (II) LOSS OR CORRUPTION OF DATA; (III) LOST PROFITS OR REVENUE; (IV) PROCUREMENT OF SUBSTITUTE GOODS, SOFTWARE OR SERVICES; (V) LOSS OF BUSINESS, GOODWILL, OPPORTUNITY, REVENUE OR SAVINGS; OR (VI) OTHERWISE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS SAASA, PROVIDER'S OR ITS AFFILIATES PERFORMANCE HEREUNDER, OR ANY PRODUCT, UPDATES, AND/OR MAINTENANCE, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS SAASA FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF A PARTY AND/OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. IF CUSTOMER IS IN THE EUROPEAN ECONOMIC AREA, REFERENCES TO "INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES" SHALL ALSO MEAN ANY LOSSES OR DAMAGES WHICH: (A) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES; (B) WERE KNOWN TO CUSTOMER BUT NOT TO PROVIDER; AND/OR (C) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY CUSTOMER SUCH AS, FOR EXAMPLE, LOSSES CAUSED BY VIRUSES, MALWARE, OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO CUSTMER DATA.

9.2 Maximum Liability – Direct Damages. IN NO EVENT WILLEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SAASA EXCEED THE TOTAL AMOUNT OF SERVICE FEES ACTUALLY RECEIVED BY PROVIDER FOR THE SERVICE OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE.

9.3 Exceptions; Unenforceability; Basis of Bargain. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 9 TO THE CONTRARY, A PARTY'S LIABILITY SHALL NOT BE LIMITED OR EXCLUDED IN THE EVENT OR CIRCUMSTANCE OF: (A) BREACH OF CONFIDENTIALITY OBLIGATIONS, INCLUDING UNAUTHORIZED DISCLOSURE OR MISUSE OF CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY AND/OR PERSONAL DATA; (B) BREACH OF INDEMNITY OBLIGATIONS UNDER SECTION 8; (C) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (D) BREACH OF PAYMENT OBLIGATIONS. THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN THIS SECTION 9 SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE BY WRITTEN WAIVER, DISCLAIMER, LIMITATION, AND/OR EXCLUSION UNDER THE GOVERNING LAW, REGARDLESS OF WHETHER OR NOT A PARTY, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND/OR RESELLERS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

EACH PARTY RECOGNIZES AND AGREES THAT THE WAIVERS, WARRANTY LIMITATIONS, AS WELL AS DISCLAIMERS AND EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY AND/OR REMEDIES IN THIS SAASA ARE A MATERIAL AND ESSENTIAL BASIS OF THIS SAASA; REFLECT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES; ARE FAIR, REASONABLE, AND A FUNDAMENTAL PART OF THIS SAASA; AND EACH HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS SAASA AND IN THE DECISION BY EACH PARTY TO ENTER INTO

THIS SAASA. THE PARTIES ACKNOWLEDGE AND AGREE THAT ABSENT ANY OF SUCH WAIVERS, DISCLAIMERS, EXCLUSIONS, AND/OR LIMITATIONS OF LIABILITY/REMEDIES, THE PROVISIONS OF THIS SAASA, INCLUDING THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT, OR IN THE ALTERNATIVE, THIS SAASA WOULD NOT HAVE BEEN CONSUMMATED.

10. U.S. Government End Users.

The Service is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software", "computer database", and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (or an equivalent provision, e.g. in supplements of various U.S. Government Agencies, as applicable), all U.S. Government End Users, whether this concerns GSA Multiple Award and Federal Supply Schedule acquisitions, FAR acquisitions, DOD acquisitions or other acquisitions whatsoever, acquire the Service only as "commercial items" and only with those rights as are granted to all other end users pursuant to the terms and conditions set forth herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

11. Limitation on Exports.

11.1 In some jurisdictions, using the Service, or materials provided related to or generated with the Service, may be subject to export or import regulation. Each Party agrees that it will comply with all applicable regulations and obtain any applicable governmental approvals, consents, licenses, authorizations, declarations, filings and registrations as may be necessary or advisable for the use of the Service or related materials provided with, related to, or generated with the Service.

11.2 Customer acknowledges that Customer is not: (i) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the E.U. or the U.S.; (ii) an individual or entity on any sanctions or restricted persons lists maintained by the E.U. or the U.S.; or (iii) otherwise the target or subject of any Sanctions and Export Control Laws.

12. Term, Fees and Termination.

12.1 If not otherwise agreed upon and confirmed in the invoice the initial term ("**Initial Term**") of this SAASA shall be twelve (12) months. At the end of the Initial Term, this SAASA will automatically renew for successive terms of twelve (12) months (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless either Party delivers notice of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term (as applicable). The pricing for such Renewal Term shall be set forth on an invoice delivered to Customer and may include an increase in fees equal to (on a percentage basis) the greater of (i) 5% or (ii) the Consumer Price Index – All Urban Consumers (all items, unadjusted), as measured against the fees for the immediately preceding term. If the SAASA for the Initial Term is Provider's then-current version of the software-as-a-service terms, then each Renewal Term will be governed by Provider's then-current version of the software-as-a-service terms (as generally available at https://vmray-legal.com). If the SAASA for the Initial Term is executed as a signed contract ("**Signed Contract**"), each Renewal Term will be governed by such Signed Contract, but Provider may request that the agreement and/or a renewal order (as applicable) be amended in writing to reflect any material changes of Provider's software-as-a-service terms or pricing terms (collectively, "**Amendment Terms**"). At least thirty (30) days prior to the commencement of each Renewal Term, Provider shall notify

Customer of any applicable Amendment Terms, and if Customer does not approve of such Amendment Terms, Customer may terminate this Agreement within thirty (30) days of receipt of such Amendment Terms. If Customer fails to terminate this Agreement in such 30-day window, then Customer shall be deemed to have accepted such Amendment Terms.

12.2 During the Term, Customer shall pay fees as stated in the invoice issued to Customer.

12.3 Unless agreed upon otherwise, the Term will start on the date specified in the invoice for the Initial Term. If Provider voluntarily enables a use of the Service to Customer before that date, the Term shall start on the date the use is enabled.

12.4 Either Party may terminate this SAASA or an applicable Order immediately by giving written notice to the other Party for any material breach of this SAASA that is not cured within thirty (30) days after written notice of such breach.

12.5 Upon termination or uncured material breach, Provider will block Customer's access to the Account. Customer will no longer be able to: (i) use the Service and (ii) download any submitted or generated data. Termination shall not relieve either Party of obligations incurred prior thereto.

12.6 Termination is not an exclusive remedy and the exercise by either Party will be without prejudice to any other remedies it may have under this SAASA, by law, or otherwise.

13. Trial.

Provider offers a one-time testing of the Service ("**Trial**") with the following differences: If not otherwise agreed upon between the Parties (i) the Trial Period shall last fourteen (14) days after the use of the Service is enabled ("**Trial Period**"), and (ii) both Parties may terminate the SAASA immediately for convenience at any given time during the trial by giving written notice. At the expiration of the Trial Period, this SAASA will terminate automatically unless Provider has received an Order.

14. Applicable Law; Place of Jurisdiction; Place of Performance.

14.1 All claims under any theory of liability in any way to this SAASA and all other claims or aspects whatsoever arising out of or in connection with this SAASA shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of any provisions of the United Nations Convention on the International Sale of Goods and without regard to its principles of conflicts of law. The venue for such claims shall be any federal or state court located in Boston, Massachusetts. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

14.2 To the maximum extent permitted by applicable law, the place of performance is Provider's registered business address by the time of performance.

15. Modifications.

15.1 This SAASA may only be amended by a written agreement duly executed by the Parties.

15.2 Provider reserves the right (at its discretion and without notice to or consent of any person) to continually improve, update, and offer new versions of the Service (e.g. infrastructure/platform, features or functionality, security, technical configurations, and/or application features) during the Term, to reflect changes in, among other things, laws,

regulations, rules, technology, industry practices, patterns of use, and cyberthreat environment and capabilities. Unless it leads to material degradation of the Service's overall functionality, any such Service modification shall be governed by this SAASA and shall not be treated as a breach of this SAASA nor give Customer a right to a full or partial refund of any fees paid or payable hereunder, but Customer acknowledges that the use of some of which may be contingent upon Customer's agreement to additional terms.

16. Miscellaneous.

16.1 Customer shall pay all taxes that are imposed due to the execution or performance of this SAASA, or where appropriate, Customer shall reimburse amounts Provider paid on Customer's behalf. This includes all taxes arising from use of the Service.

16.2 The Parties and any of their directors, officers, employees, controlled or controlling entities, or sub-contractors shall not be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. Provider shall use its reasonable efforts to minimize the duration and consequences of any delay or failure of performance resulting from a Force Majeure Event.

16.3 Except as expressly stated otherwise herein: (i) there are no other agreements, understandings between the Parties, or obligations of Provider related to the Service, and (ii) this SAASA, including without limitation each ANNEX, provides the entire agreement of the Parties and supersedes any prior or present understanding or communications regarding its subject matter.

16.4 Written notices shall be deemed to have been received when personally delivered, when received by email transmission (with confirmation of receipt or follow up by another method of communication as provided in this Section), or two calendar days after being sent by a generally recognized overnight courier service. If a Party refuses to accept a notice or if a notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered.

16.5 If any provision of this SAASA is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this SAASA, and this SAASA shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

16.6 Failure by either Party to insist on strict compliance with the terms and conditions of this SAASA shall not be considered a waiver of such terms and conditions.

16.7 The titles and headings of the various sections and paragraphs in this SAASA are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this SAASA.

16.8 This SAASA may not be assigned by either Party without the prior written consent of the other Party; provided that either Party may assign this SAASA and/or any of its rights or obligations under this SAASA to an Affiliate of the assigning Party or in connection with a merger, consolidation, or the sale of all or substantially all of its assets or stock, without the prior written consent of the other Party but with prior notice. Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this SAASA, Provider may terminate this SAASA without further obligation to Customer (including any obligation to provide a refund) in the event that (a) Customer assigns this SAASA or its rights under this SAASA to a VMRay Competitor or (b) Customer is acquired by a VMRay Competitor.

ANNEX A: Service Specification

A. VMRay Platform

The VMRay Platform is a security solution for analyzing and detecting potentially malicious data. To that end, Customer can submit Samples through different interfaces, such as web user interface, API, or email. If the submitted Sample type is supported and a suitable configuration is defined, one or more Analyses are performed according to the configuration and one or more Verdicts and/or Reports are made accessible.

B. Different VMRay Products

Provider offers the following VMRay Products through the VMRay Platform:

- VMRay DeepResponse (DR)
- VMRay FinalVerdict (FV)
- VMRay TotalInsight (TI)

Each VMRay Product is comprehensively described in the Documentation.

C. Specification

The Service purchased and subscribed, as set forth in an Order can include one or more VMRay Products and the detailed Service performance specification further depends on Customer's choice of Product Plan.

Each Product Plan includes different features and characteristics in its modules such as, e.g. (non-exhaustive):

a) number of Authorized Users;

b) available Quotas and Quota Limits,

c) number of Analyses in parallel;

d) available submission interfaces;

e) manual or automated submission;

f) possible integrations;

g) special features;

h) details from the Result to be provided;

i) additional technical support (if any); and

j) fees.

ANNEX B: Support Provisions

During the Term, Provider will provide basic support ("**Standard Support**") to Customer.

In case Customer has a support related agreement with a Reseller the concrete terms and conditions of such support are subject to such agreement, and Provider shall not be obligated to provide support obligations other than those provided herein.

Standard Support by Provider shall be in accordance with the following additional terms and conditions ("**Support Provisions**"), which are hereby incorporated by reference into the SAASA. Defined terms used herein but not otherwise defined herein shall have the meanings given such terms in the SAASA. In the event of a conflict between these Support Provisions and the SAASA, the SAASA shall govern.

NONE OF THE SERVICE AND SUPPORT PROVISIONS SHALL OPERATE OR BE CONSTRUED AS A WAIVER OF ANY LIMITATION OF WARRANTY, LIMITATION ON REMEDIES, LIMITATION OF DAMAGES, LIMITATION OF LIABILITY OR ANY OTHER LIMITATION AS SET FORTH IN THE SAASA IN FAVOR OF PROVIDER.

1. Fees; Scope.

1.1 Standard Support shall be free of charge and include the following:

- Evaluating feature requests (Provider will provide new features at its sole discretion).

- Assisting Customer in connection with the setup of an account and configuration of the Service.

- Verifying reproducible program errors in the Service ("**Error**").

- Troubleshooting Errors by using reasonable efforts to provide solutions to Errors for which there are not existing known workarounds or patches.

1.2 Standard Support will be provided in English or German language. Other languages may be offered at Provider's sole discretion (additional fees may apply).

1.3 Unless expressly provided by mutual agreement between Customer and Provider, Standard Support will be provided remotely from Provider's premises only (i.e., no on-site Standard Support at Customer's premises).

1.4 Standard Support will be provided during Provider's normal business hours only (i.e., no weekends and no holidays).

1.5 Customer agrees that Standard Support may also be provided by qualified and duly authorized subcontractors of Provider.

2. Exclusions.

2.1 If the Service fails to analyze and/or detect a specific malicious Sample, this failure will generally not qualify as an Error.

2.2 No Standard Support will be provided if the Error is caused by a misuse of the Service by Customer or an operation of the Service by Customer which is not in in accordance with the specifications found in ANNEX A.

2.3 Provider's Standard Support does not cover Third Party products.

2.4 Except for the Standard Support mentioned above, the terms of this ANNEX B and the SAASA do not require Provider to provide Customer with any configuration, deployment, training, consulting services, or other technical assistance of any kind. Additional

technical support packages may be available for an additional fee, included in a Product Plan or agreed on in a separate Premium Services Addendum

3. Customer's Responsibilities and Obligations.

3.1 Customer shall promptly notify Provider if the operation of the Service does not conform to Documentation provided by Provider. Such notification shall contain a comprehensive description of the nature of the suspected Error; and a detailed step-by-step description on how to reproduce the Error (e.g. relevant log file entries).

3.2 Customer shall initiate a request for Standard Support via Provider's customer support portal only, which is available at https://support.vmray.com or via email sent to support@vmray.com ("**Support Request**").

3.3 Customer shall provide commercially reasonable assistance to assist Provider.

3.4 Customer shall always and continuously backup all relevant data on systems that may be affected by the use of the Service.

4. Support-Procedure.

4.1 Upon receipt of a Support Request, Provider shall use commercially reasonable efforts to analyze the problem and, if possible, confirm the existence of an Error.

4.2 Based on the severity level of the reported Error, Provider shall react as follows, but only if Customer has fulfilled its obligations set out in Section 3 above:

Level 1: CRITICAL IMPACT

- Definition: Service usage in its entirety is impossible AND there is a critical impact on Customer's business (e.g. due to complete Service failure or direct security impact on the Service).

- Response time: A ticket shall be opened and a resource shall be assigned within two (2) business hours.

Level 2: MAJOR IMPACT

- Definition: Due to the loss of essential Service functions, Service usage is severely restricted AND there is a major impact on Customer's business (e.g. basic functions are not usable).

- Response time: A ticket shall be opened, and a resource shall be assigned within one (1) business day.

Level 3: MINOR IMPACT

- Definition: Due to the loss of non-essential Service functions, Service usage is limited AND there is a minor impact on Customer's business.

- Response time: A ticket shall be opened, and a resource shall be assigned within three (3) business days.

Level 4: OTHER

- Definition: NON-Service issues (e.g. documentation errors, feature requests)

- Response time: A ticket shall be opened, and a resource assigned within five (5) business days.

ANNEX C: Service Level Agreement

1. **Availability.** Availability means that Customer can execute and use the essential functions of the Service as defined in the SAASA.

   Provider shall provide the Service with an Availability of 99.5 % of each month.

   The achievement of Availability will be calculated per month, as follows:

$$\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \ * \ 100 \ \geq \ \text{Monthly Service Availability}$$

   Where:
   - total means the total number of minutes in the month;
   - nonexcluded means downtime that is not excluded; and
   - excluded means any planned downtime (not to exceed 12 hours in any month) of which Provider gives 24 or more hours' notice via email or via a conspicuous on-screen message in the Service and any unavailability caused by circumstances beyond Provider's reasonable control, including, without limitation, Force Majeure Events, or third-party Internet service provider failures or delays (other than those Internet service providers under contract with Provider).

   For any partial month during the Term, Availability will be calculated based on the entire month, not just the portion for which Customer subscribed.

2. **Remedies.** Should Provider fail to make the Service available as set forth in Section 1 above in a month, Customer may receive one full day of use of the Service without payment of subscription fees ("**Service Credit**"), for each 6 hours of Service unavailability below the percentage specified in Section 1 above subject to a maximum of 1 month of Service Credits per year of Service. Should Provider fail to make the Service available as set forth in Section 1 above in two consecutive months, Customer may terminate the SAASA by providing notice of termination in accordance with Section 3 below, in which case Provider will refund to Customer the unused portion of prepaid fees for the remainder of the then-current Term following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

3. **Claims and Notices.** To claim a remedy under this SLA, Customer shall send Provider a notice, via email addressed to support@vmray.com within 20 business days after the end of each month. Claims may be made on a monthly basis only and must be submitted within 20 business days after the end of the applicable month, except where the then-current Term ends on a date other than the last day of a month, in which case any claim related to that subscription must be submitted within 20 business days after the then-current Term end-date. All claims will be verified against Provider's system records.

-------- END OF SAASA FOR VMRAY SERVICE -------