

THREAT INTELLIGENCE FEED SERVICE AGREEMENT VERSION 2025

THIS THREAT INTELLIGENCE FEED SERVICE AGREEMENT ("**TISA**") IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND PROVIDER (COLLECTIVELY "**PARTIES**" OR INDIVIDUALLY A "**PARTY**"). IT COVERS THE TERMS FOR CUSTOMER'S USE OF THE VMRAY TI FEED SERVICE. PROVIDER OBJECTS TO ANY ALTERNATIVE OR ADDITIONAL TERMS PROPOSED BY CUSTOMER, EXCEPT WHERE A SIGNED CONTRACT GOVERNS. ANY RELATED PRODUCT PLAN, ORDER, OR INVOICE IS PART OF THIS TISA. THE TI FEED SERVICE IS NOT FOR PERSONAL, HOME, OR CONSUMER USE. IF YOU DO NOT AGREE TO THIS TISA, DO NOT USE THE TI FEED SERVICE. USE OF THE TI FEED SERVICE CONSTITUTES ACCEPTANCE OF THIS TISA.

Definitions:

Access Credentials: Any method or device (e.g., API-key, email, username, password, security token, PIN) used to verify identity and authorization for accessing a service.

Confidential Information: Information kept confidential by the disclosing Party, marked as proprietary or deemed confidential by its nature.

Customer: The entity entering this TISA with Provider.

Documentation: Technical specifications, user manuals, and related materials for the TI Feed Service, as updated by Provider.

Extended Use: Use of the TI Feed Service beyond Self-Protection Use.

Force Majeure Event: Events beyond Provider's control, like natural disasters or technological changes.

Hazardous Environment: Environments requiring fail-safe performance, where TI Feed Service failure could cause serious harm.

Order: An accepted Quote or Customer-initiated document for procuring the TI Feed Service, subject to TISA terms.

Provider: VMRay, Inc. (U.S.) or VMRay GmbH (Germany), as specified in the Order. Default is VMRay, Inc. for the Americas, VMRay GmbH elsewhere.

Quote: Document specifying the TI Feed Service, pricing and payment terms.

Sanctions and Export Control Laws: Laws related to economic sanctions, export controls, and trade embargoes applicable to the TI Feed Service.

Self-Protection Use: Use of the TI Feed Service for Customer's internal security, excluding third-party benefits or product development.

Service Plan: VMRay TI Feed Service subscription models with specific modules.

TI Feed Service: VMRay TI Feed Software solution licensed under this TISA and components provided on servers controlled by Provider.

Update: Upgrade, revision, patch, or hotfix of the TI Feed Service.

Usage Statistics: Statistical information from Customer's use of the TI Feed Service, excluding Personal Data.

User: Employee, agent, or contractor of Customer identified by Customer or the TI Feed Service.

VMRay TI Components: Data on cyber security threats which is included in the TI Feed Service.

1. Rights and Restrictions.

1.1 Provider grants Customer a non-exclusive, non-transferable right to use the TI Feed Service for Self-Protection Use during the Term, per the Documentation.

1.2 Customer may not:

- a) Use the TI Feed Service beyond Self-Protection Use, in particular Customer may not share VMRay TI Components with community sources and any sharing of VMRay TI Components with affiliate companies or entities belong to any sort of network (e.g. in governmental use cases) has to be agreed on with Provider in writing;
- b) Use the TI Feed unlawfully, competitively, or in Hazardous Environments;
- b) Modify, reverse engineer, or disassemble the TI Feed Service;
- c) Transfer this TISA, Account, or access credentials;
- d) Publish performance analysis without Provider's permission;
- e) Create derivative works unless for Self-Protection Use;
- f) Circumvent Self-Protection Use restrictions.

1.3 For Extended Use, Customer must inform Provider and cease use until a separate agreement is made.

1.4 Customer acknowledges the TI Feed Service contains proprietary trade secrets protected by law and agrees not to disclose them.

1.5 Customer's security success depends on factors under Customer's control.

1.6 Provider may terminate the service for violations of this Section 1 without refund.

2. Access.

2.1 Provider will provide Customer with Access Credentials for using the TI Feed Service promptly after executing this TISA.

2.2 Customer is responsible for protecting the TI Feed Service from unauthorized access or use and must promptly inform Provider of any such incidents. Sharing Access Credentials is considered unauthorized use.

3. Data Processing; Data Protection.

3.1 The TI Feed Service stores necessary data for TISA purposes only and will protect data with appropriate security measures.

3.2 Provider may monitor the TI Feed Service and collect Usage Statistics to ensure compliance, provide support, monitor performance, address issues, detect illegal acts, and improve the service. Usage Statistics will not be shared with third parties unless permitted by TISA.

3.3 If Customer activates integration with external service providers, data transfer is Customer's responsibility.

4. Confidentiality.

4.1 The receiving Party shall hold Confidential Information in confidence, using it only for TISA purposes, and treat it with at least reasonable care. Disclosure is allowed to employees,

Affiliates, agents, financial advisors, contractors, and attorneys on a need-to-know basis, ensuring they are bound by confidentiality obligations.

4.2 Disclosure required by law or court order is permitted, with prompt notice to the disclosing Party and cooperation to seek protective orders.

4.3 Confidential Information excludes information authorized for disclosure, previously known, rightfully received from a third party, public domain information, and independently developed information.

4.4 Provider may use ideas and feedback from Customer for business purposes, excluding Customer's Confidential Information.

4.5 Upon request, the receiving Party shall return or destroy all Confidential Information.

4.6 The disclosing Party may seek equitable relief for breaches of confidentiality.

5. Confidential Vulnerability Notification.

If Customer identifies a potential vulnerability in the TI Feed Service, they must promptly notify Provider and keep the information confidential unless authorized by Provider to disclose it. Customer may disclose information required by law.

6. Limited Warranty and Exclusive Remedy.

6.1 Provider warrants that (i) the TI Feed Service will operate without material error per Annexes A, B, C, and Documentation until the end of Customer's paid access, (ii) Provider will perform obligations with reasonable care, and (iii) install Updates, informing Customer of any predictable downtime.

6.2 This warranty excludes issues from misuse, accidents, or Force Majeure Events. If breached, Provider will attempt to cure or, if unsuccessful, either party may terminate the TISA with a refund of unused fees.

6.3 Customer must report breaches in writing within 10 days. These remedies are the exclusive obligations and rights for warranty breaches.

7. Disclaimers.

7.1 EXCEPT AS STATED IN SECTION 6, THE TI FEED SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY OTHER WARRANTIES. PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, ACCURACY, NON-INFRINGEMENT, OR ABILITY TO ACHIEVE A PARTICULAR OUTCOME.

7.2 PROVIDER DOES NOT GUARANTEE THAT: (A) THE TI FEED SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) IT WILL MEET ALL SECURITY OR OTHER NEEDS; (C) IT WILL FULLY PROTECT AGAINST ALL RISKS; (D) RESULTS WILL BE MISTAKE-FREE OR DETECT ALL MALICIOUS ACTIVITIES; OR (E) IT WILL OPERATE WITH UNAUTHORIZED HARDWARE, SOFTWARE, SYSTEMS, OR DATA.

8. Intellectual Property Indemnity.

8.1 Provider will indemnify and defend Customer against claims that the TI Feed Service infringes patents or copyrights, provided Customer promptly notifies Provider, cooperates, and

allows Provider control over the defense. Provider may: (i) secure the right for Customer to continue using the service, (ii) modify the service to avoid infringement, or (iii) terminate the TISA and refund unused fees.

8.2 Provider is not liable if the claim results from unauthorized modifications, misuse, combination with third-party products, unpaid fees, or Customer's breach of TISA. Indemnification does not apply to services produced at Customer's direction. This section states Provider's entire liability for infringement claims.

9. Liability.

9.1 Exclusions from Liability. Neither party is liable for: (i) loss of use of networks, systems, software, hardware, or devices; (ii) data loss or corruption; (iii) lost profits or revenue; (iv) procurement of substitute goods or services; (v) loss of business, goodwill, opportunity, or savings; or (vi) incidental, punitive, exemplary, indirect, special, or consequential damages, even if advised of the possibility.

9.2 Maximum Liability – Direct Damages. Each party's liability is limited to the total TI Feed Service fees received by Provider in the year before the claim.

9.3 Exceptions. Liability is not limited for: (a) breach of confidentiality, (b) breach of indemnity obligations, (c) gross negligence or intentional misconduct, or (d) breach of payment obligations.

10. U.S. Government End Users.

The TI Feed Service is a "commercial item," as that term is defined in 48 C.F.R. 2.101, including "commercial computer software," "computer database," and "commercial computer software documentation." U.S. Government End Users acquire the TI Feed Service as "commercial items" with the same rights as other end users, per 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4.

11. Limitation on Exports.

11.1 Each Party will comply with all applicable export and import regulations and obtain necessary approvals for using the TI Feed Service and related materials.

11.2 Customer confirms they are not: (i) from a region under E.U. or U.S. sanctions or embargoes, (ii) on any E.U. or U.S. sanctions lists, or (iii) subject to any Sanctions and Export Control Laws.

12. Term, Fees and Termination.

12.1 The initial term ("**Initial Term**") is 12 months. It renews automatically for 12-month terms ("**Renewal Term**") unless either Party gives 30 days' notice before the term ends. Renewal pricing may increase by 5% or the Consumer Price Index. Renewal terms follow Provider's current terms unless a signed contract governs, in which case amendments may be proposed.

12.2 Customer pays fees as invoiced.

12.3 The Term starts on the invoice-specified date or when use is enabled by Provider.

12.4 Either Party can terminate for a material breach not cured within 30 days of notice.

12.5 Upon termination, Provider will block access to the Account. Customer cannot use the service or download data. Obligations incurred before termination remain.

12.6 Termination does not exclude other remedies.

13. Trial.

Provider offers a one-time testing of the TI Feed 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 TI Feed Service is enabled ("**Trial Period**"), and (ii) both Parties may terminate the TISA immediately for convenience at any given time during the trial by giving written notice.

14. Applicable Law; Jurisdiction; Performance.

14.1 All claims related to this TISA are governed by Massachusetts law, excluding the UN Convention on the International Sale of Goods and conflict of law principles. Claims must be filed in federal or state courts in Boston, Massachusetts. The Parties submit to the exclusive jurisdiction of these courts and waive defenses of lack of personal jurisdiction or inconvenient forum.

14.2 The place of performance is Provider's registered business address at the time of performance, as permitted by law.

15. Modifications.

15.1 This TISA can only be amended by a written agreement signed by both Parties.

15.2 Provider may improve, update, and offer new versions of the TI Feed Service during the Term to reflect changes in laws, technology, and industry practices. These updates are not considered a breach of TISA and do not entitle Customer to a refund, unless they materially degrade the service's overall functionality. Some updates may require Customer to agree to additional terms.

16. Miscellaneous.

16.1 Customer pays all taxes related to this TISA or reimburses Provider for any taxes paid on Customer's behalf.

16.2 Neither Party is liable for delays or defaults caused by Force Majeure Events. Provider will minimize the impact of such events.

16.3 This TISA, including all Annexes, is the entire agreement and supersedes prior understandings.

16.4 If any provision is invalid or unenforceable, it will be modified to be valid. The rest of the TISA remains in effect.

16.5 Failure to enforce any term is not a waiver of that term.

16.6 Section titles are for reference only and do not affect the interpretation of the TISA.

16.7 This TISA cannot be assigned without written consent, except to an affiliate or in a merger/sale. Provider may terminate if Customer assigns the TISA to or is acquired by a competitor of VMRay who provides similar cybersecurity solutions.

ANNEX A: TI Feed Service Specification

A. VMRay TI Feed “Unique Signal”

The VMRay TI Feed Service “UniqueSignal” offers a subscription-based API that delivers a continuous, real-time stream of VMRay TI Components (non-exhaustive and subject to potential changes):

- Malware family and/or threat classification
- Relationship Objects
- Indicators of Compromise (“IOCs”)
 - File Hashes
 - Directories
 - Registry Keys
 - Mutexes
 - Ip Addresses
 - URLs
 - Domain Names
 - Process Command Line Arguments
 - Email Adresses
 - Labels which indicate where IOCs came from, for example the geographical location
- Attack Patterns
 - VMRay Threat Identifiers (Human Readable Behavior Rule Names)
 - Additional indicator enrichments
- MITRE ATT&CK Technique IDs
- Raw Data (VMRay Platform Analysis Archive)
 - Sample File
 - Memory Dumps
 - Screenshots
 - PCAP Streams
 - Function Call Logs

B. Different VMRay TI Feed Service Packages

The details of a subscription are set forth in an Order and depend on Customer’s choice of a TI Feed Service Plan. Each TI Feed Service Plan includes different features and characteristics in its modules such as (non-exhaustive and subject to potential changes):

- a) VMRay TI Components;
 - b) possible integrations;
 - c) special features;
 - d) additional technical support (if any);
 - e) fees.
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ANNEX B: Support Provisions

A. Definitions

- **Support:** Standard Support, Extended Support, and Professional Services (PS).
- **Standard Support:** Basic assistance included in the standard subscription.
- **Extended Support:** Additional assistance beyond Standard Support for higher risk compliance and responsiveness.
- **Professional TI Feed Services (PS):** Additional services to enhance the VMRay TI Feed Service's value.

B. General Provisions

1. These Support Provisions are part of the TISA. In case of conflict, the TISA prevails.
2. These provisions do not waive any limitations set forth in the TISA.

C. Fees; Scope

1. Standard Support (free):

- Evaluating feature requests.
- Verifying and troubleshooting reproducible errors.
- Provided in English or German, remotely, via email, on Business Days during Business Hours.

2. Extended Support (extra fees):

- Detailed in Support Plans or agreed individually.
- Standard rates apply in the absence of a Support Plan.

3. Professional Services (extra fees):

- Detailed in PS Plans or agreed individually.
- Standard rates apply in the absence of a PS Plan.

D. Support Procedure and SLA

1. Standard and Extended Support

- **Provider will analyze and confirm errors upon receiving a Support Request.**
- **Response times based on severity:**
 - Level 1 (Critical Impact): Response within 2 Business Hours.
 - Level 2 (Major Impact): Response within 1 Business Day.
 - Level 3 (Minor Impact): Response within 3 Business Days.
 - Level 4 (Other): Response within 5 Business Days.

2. Professional Services: Provided as per the agreed dates or time frames.

E. Customer's Responsibilities

- Notify Provider of any non-conformance with the Documentation.
- Initiate support requests via email or the Customer Support web portal.
- Provide reasonable assistance to Provider.

F. Exclusion

- Support is not guaranteed for errors caused by misuse or non-compliance with specifications in ANNEX A. Third-party products are not covered.
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ANNEX C: TI Feed Service Level Agreement

1. Availability.

- Availability means that Customer can execute and use the essential functions of the TI Feed Service as defined in the TISA.
- Provider shall provide the TI Feed Service with an Availability of 99.5 % of each month.
- The achievement of Availability will be calculated per month, as follows:

total – nonexcluded – excluded

_____ * 100 ≥ Monthly TI Feed Service Availability

total – excluded

- total: Total minutes in the month.
- nonexcluded: Downtime not excluded.
- excluded: Planned downtime (max 12 hours/month with 24+ hours' notice) and unavailability due to uncontrollable circumstances.

2. Remedies

- If Availability falls below 99.5%, Customer receives one day of free service for each 6 hours of unavailability, up to 1 month/year.
- If Availability falls below 99.5% for two consecutive months, Customer may terminate the TISA and receive a refund for unused prepaid fees. These are the sole remedies for SLA breaches.

3. Claims and Notices

- To claim a remedy, Customer must email support@vmray.com within 20 business days after the end of each month.
- Claims must be made monthly and within 20 business days after the applicable month or Term end-date. All claims will be verified against Provider's records.

----- END OF TISA FOR VMRAY TI FEED SERVICE -----