

SOFTWARE AS A SERVICE AGREEMENT FOR VMRAY EUROPEAN UNION SOVEREIGN CLOUD SOFTWARE VERSION 1

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.

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 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. Upon request, each Party agrees to confirm in writing to the other Party, the status of any or all Affiliates. In a governmental use case “Affiliate” refers to entities that are set forth in an Order or other written agreement, and if no such entities are listed, then there are no Affiliates.

Affiliate Use: (a) Customer (i) sharing Results with Affiliates or (ii) permitting Affiliates to initiate 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.

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 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.

E.U. Sovereign Cloud: Provider's service environment hosted on cloud infrastructure located within the European Union and designated for the provision of the E.U. Sovereign Cloud services, as further described in the applicable Documentation.

Extended Use: Any access to or use of the Service, which is not Self-Protection 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.

Order: (a) 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: VMRay GmbH, a German limited liability company, located in Suttner-Nobel-Allee 7, 44803 Bochum (Germany), as specified in the Order.

Quota: The number of Analyses that can be performed within a specific time frame, the number Users, and the number of Analyses Customer may execute in parallel (referred to as "VMs" in a Quote), or any other applicable measuring mechanism for each Service purchased under this SAASA as specified 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).

Self-Protection 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, Self-Protection 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.

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.

Update: Upgrade, revision, patch, and/or hotfix 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.

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, e.g. an employee who is registered with a unique user ID in the VMRay Platform.

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 ESC DPA: The European Sovereign Cloud 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 Self-Protection Use. Customer's Self-Protection 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 Self-Protection 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. Customer's use right shall also include a permission for unregistered employees, agents or independent contractors of Customer or its Affiliates, who do not have the comprehensive access of a User, to initiate Analyses and receive limited information from the Results (e.g. via IR mailbox).

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

- a) use the Service (i) other than for its intended Self-Protection Use purpose, (ii) in any way or in connection with any activity qualifying as Extended 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 Self-Protection Use, or
- f) circumvent the Self-Protection Use restriction; prohibited circumventions of the Self-Protection Use restriction include but are not limited to: (i) providing a mechanism enabling third parties to initiate Analyses, (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 Extended Use case or becomes aware that such Extended Use is already performed, Customer shall promptly inform Provider and discontinue such Extended Use until the Parties have closed separate agreement (e.g. a full OEM contract) or addendum to this SAASA (e.g. additional security service terms) governing such Extended 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 several 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 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 Residency and E.U. Sovereign Processing

3.1 Provider shall ensure that data is stored and processed within the E.U. Sovereign Cloud.

3.2 Customer acknowledges that the Reputation Analysis functionality of the Service may involve the transfer of Reputation Data to subprocessors located outside the E.U., as specified in the VMRay ESC DPA. Such functions are optional and may be enabled or disabled by Customer at its sole discretion. Customer understands that part of the Service is a reputation and triage functionality, which performs a rapid check whether Reputation Data is already known as malicious or benign (the "Reputation Services"). If Customer does not disable the Reputation Services made available as part of the Service, the Reputation Data will, upon each use of the Reputation Services, be transmitted to third-party reputation service providers ("RSPs"). Some of these RSPs can be located outside the EU and may gain access to Customer data. If Customer wishes to exclude this limited data transfer to RSPs, Customer's account manager must fully disable the Reputation Services within the VMRay platform.

3.3 Customer further acknowledges that certain support and account-related services may be provided by VMRay, Inc., as further specified in the VMRay ESC DPA. In support cases where Customer uploads any Customer Content or other files to a support ticket, such Customer Content or files may, under the current technical setup, be accessed by VMRay Inc. support personnel located in the United States. To prevent access to such Customer content or files by non-EU support personnel, Customer must either (i) refrain from using VMRay support for the respective request, or (ii) include the wording "Restricted: EU Support Access Only" in the subject line of each such support request, in which case VMRay will handle the request exclusively with EU-based support staff. Customer acknowledges that, as of today, support access is not technically segregated and relies on this procedural restriction mechanism. Access to the E.U. Sovereign Cloud environment and Customer Content stored therein remains limited to VMRay GmbH.

4. Data Processing; Data protection.

4.1 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.

4.2 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.

4.3 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 a DPA in compliance with the provisions of the GDPR. Any potential transfer of Personal Data from VMRay GmbH to VMRay, Inc. is additionally protected by an agreement on the Standard Contractual Clauses ("**SCC**").

4.4 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. Nothing in this Section shall permit Provider to provide any information included in Usage Statistics to any third party other than as expressly permitted by this SAASA.

4.5 To enhance reaction time and accuracy, the Service can 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 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.

4.6 The Service can 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.

4.7 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.

4.8 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).

5. Confidentiality.

5.1 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.

5.2 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.

5.3 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.

5.4 Nothing in the SAASA will: (i) preclude Provider from using the ideas, concepts and know-how which are developed while 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.

5.5 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.

5.6 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.

6. 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.

7. Limited Warranty and Exclusive Remedy.

7.1 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 permitted 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.

7.2 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.

7.3 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.

8. Disclaimers.

8.1 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.

8.2 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 MISTAKE-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.

9. Intellectual Property Indemnity.

Provider will indemnify 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; and (ii) 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.

10. Liability.

10.1 EITHER PARTY IS LIABLE FOR INTENT AND GROSS NEGLIGENCE.

10.2 IN THE EVENT OF ORDINARY NEGLIGENCE, EITHER PARTY'S LIABILITY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS SAASA IS LIMITED TO DAMAGES DUE TO THE BREACH OF DUTY THE FULFILMENT OF WHICH IS VITAL FOR THE PROPER PERFORMANCE OF THE SAASA AND THE OBSERVATION OF WHICH THE OTHER PARTY MAY REGULARLY RELY ON ("**CARDINAL OBLIGATIONS**") AND IN THESE CASES ADDITIONALLY TO THE AMOUNT OF THE FORESEEABLE DAMAGE, THE OCCURRENCE OF WHICH MUST TYPICALLY BE EXPECTED. THE LIABILITY IN ACCORDANCE WITH THIS SECTION IS HOWEVER LIMITED TO A MAXIMUM OF 40.000,- EUR PER CASE OF DAMAGE AND A TOTAL OF 400.000,- EUR FROM THE CONTRACTUAL RELATIONSHIP.

10.3 THE LIABILITY LIMITATIONS OR EXCLUSIONS SET FORTH IN SECTION 9.2 DO NOT APPLY TO CLAIMS RESULTING FROM MALICIOUS BEHAVIOR, GROSS FAULT, IF GUARANTEES EXIST, FOR CLAIMS IN ACCORDANCE WITH THE GERMAN PRODUCT LIABILITY LAW, OR FOR DAMAGES DUE TO THE INJURY OF LIFE, LIMB OR HEALTH.

10.4 THE WARRANTY RESTRICTIONS AND DISCLAIMERS PROVIDED IN SECTIONS 6 AND 7 ABOVE ARE EXPRESSLY INCORPORATED INTO THIS LIMITATION OF LIABILITY; ANY ACT OR OMISSION OF PROVIDOR WHICH IS SUBJECT TO THESE WARRANTY RESTRICTIONS AND DISCLAIMERS CAN NOT BE REGARDED AS A BREACH OF A CARDINAL DUTY.

10.5 EITHER PARTY SHALL BE BARRED FROM MAKING ANY CLAIM AGAINST THE OTHER AFTER TWELVE (12) MONTHS FROM THE ACCRUAL OF THE CLAIM. THIS DOES NOT APPLY TO CLAIMS ON ACCOUNT OF INTENT OR GROSS NEGLIGENCE, DAMAGES DUE TO THE INJURY OF LIFE, LIMB OR HEALTH, NOR FOR CLAIMS ON ACCOUNT OF THE GERMAN PRODUCT LIABILITY LAW, IN THE EVENT OF MALICIOUS BEHAVIOR OR GROSS FAULT, IF GUARANTEES EXIST, NOR FOR DAMAGES DUE TO THE BREACH OF CARDINAL OBLIGATIONS.

10.6 INSOFAR AS THE LIABILITY OF EITHER PARTY IS EXCLUDED OR LIMITED, THIS ALSO APPLIES TO THE PERSONAL LIABILITY OF THE EMPLOYEES, REPRESENTATIVES AND VICARIOUS AGENTS OF THE PARTY.

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). Provider reserves the right to increase the fees appropriately at the beginning of a Renewal Term. Provider shall inform Customer accordingly at least six (6) weeks before the Renewal Term's start in text form. Should the increase amount to more than 5%, Customer shall be entitled to an extraordinary right of termination, which it may exercise in text form up to two (2) weeks before the end of the 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 Germany, 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.

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.

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) available Quotas,
 - b) available submission interfaces;
 - c) manual or automated submission;
 - d) possible integrations;
 - e) special features;
 - f) details from the Result to be provided;
 - g) additional technical support (if any); and
 - h) fees.
-

ANNEX B: Support Provisions

A. Definitions

Support: Standard Support, Extended Support and Professional Services as applicable.

Standard Support: The baseline assistance which is part of the standard subscription designed to address common issues and ensure smooth operation.

Extended Support: Any assistance which goes beyond Standard Support for customers who require a higher level of risk compliance, priority and responsiveness.

Professional Services, short "PS": Any further services to increase the VMRay Platform's value within Customer's environment or business context.

"Third Party Risk Assessment", short "TPRA": Any evaluation process conducted by Customer to assess potential risks associated with Provider and/or its Service, particularly focusing on cybersecurity vulnerabilities, data protection, compliance, and overall reliability. These assessments may occur annually at the start of the Term (referred to as "**Routine TPRA**") with different response levels depending on Provider's agreed on Support obligation, or on-demand, tailored to specific use cases or customer-specific requirements (referred to as "**Specialized TPRA**")."

B. General Provisions

1. The following additional terms and conditions ("**Support Provisions**") are hereby incorporated by reference into the SAASA. Any undefined terms herein refer to the SAASA. In the event of a conflict, the SAASA prevails.

2. NONE OF THE 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.

C. Fees; Scope.

1. Standard Support

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

- evaluating feature requests (new features are at Provider's sole discretion);
- verifying reproducible program errors in the Service ("**Error**") and troubleshooting Errors by using reasonable efforts to provide solutions, workarounds or patches;
- taking part in two annual service review calls upon Customer's request; and
- responding to a Routine TPRA by furnishing a compiled set of documents (referred to as "**TPRA Documentation**") which addresses the pertinent issues.

1.2 Unless expressly agreed on otherwise between Customer and Provider, Standard Support will be provided

- in English or German language;
- remotely from Provider's premises (i.e., not on-site at Customer) and only via email;

- on regular working days of Provider excluding weekends and local holidays (“**Business Days**”) during 9.00 am to 5.00 pm EST for VMRay, Inc and 9.00 am to 5.00 pm CET for VMRay GmbH (“**Business Hours**”);
- by Provider personnel or qualified and duly authorized subcontractors of Provider.

2. Extended Support

2.1 Extended Support is subject to extra fees. Performance specification and related fees (“**Support Plan**”) are detailed in different available Extended Support tiers which Customer can choose from and document such choice in an Order, or alternatively the Parties can agree on an individual Support Plan in writing.

2.2 In the absence of a Support Plan, Provider’s standard rates for Extended Support will be charged.

3. Professional Services

3.1. Professional Services are subject to extra fees. Performance specification and fees (“**PS Plan**”) are detailed in different available PS modules. Customer can either choose one or more PS modules and document such choice in an Order, or the Parties can agree on an individual PS Plan in writing.

3.2. In the absence of a PS Plan, Provider’s standard rates for Professional Services will be charged.

D. Support Procedure and SLA

1. Standard and Extended Support

1.1 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.

1.2 Based on the severity level of the reported Error, Provider shall react as follows, if Customer has fulfilled its obligations set out in Section E.:

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).
- Standard Support response time: A ticket shall be opened and a resource shall be assigned within two (2) CET Business Hours.
- Extended Support response times depend on the Extended Support tier chosen by Customer. More information is available in the Support Plans.

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).

- Standard Support response time: A ticket shall be opened, and a resource shall be assigned within one (1) business day.
- Extended Support response times depend on the Extended Support tier chosen by Customer. More information is available in the Support Plans.

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

2. Professional Services. Professional Services are provided at the specific dates or within the specific time frames set forth in an Order or individual written agreement.

E. Customer’s Responsibilities and Obligations

Customer shall

- promptly notify Provider if the operation of the Service does not conform to the Documentation. Such notification shall contain a description of the nature of the suspected Error; and a description on how to reproduce the Error (e.g. relevant log file entries).
- initiate a request for Standard Support via email sent to support@vmray.com or – if included in Customer’s Support Plan - via the Customer Support web portal.
- provide commercially reasonable assistance to assist Provider.

F. Exclusion

Provider cannot guarantee Support if an Error or other issue is caused by a misuse of the Service by Customer or an operation of the Service by Customer which is not in accordance with the specifications found in ANNEX A. Provider’s Support does not cover third party products.

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 -----