

SAFEBREACH SERVICE SUBSCRIPTION AGREEMENT

This **Service Subscription Agreement** (the "**Agreement**") is entered into and made effective as of _____, 2025 (the "**Effective Date**"), by and between SafeBreach Inc., a Delaware corporation, having its principal place of business at 526 W Fremont Ave #2880 Sunnyvale, CA 94087 including any subsidiary, parent or affiliated company ("**SafeBreach**"), and _____ having its principal place of business at _____ (the "**Customer**") (each, a "**Party**", and together, the "**Parties**").

WHEREAS, SafeBreach is the developer and provider of certain services, designed to assist its customers with identifying potential vulnerabilities that may lead to a cyberattack ("**Service/s**");

WHEREAS, in order to allow the Customer to utilize the Services (and solely for such purpose), and subject to the terms of this Agreement, SafeBreach may install on the Customer premises such number of copies of SafeBreach's software ("**Program**") including such modules and on such types and number of devices as described in **Exhibit A** attached hereto ; and

WHEREAS, Customer wishes to subscribe to the Services and Program as described in **Exhibit A** attached hereto, and SafeBreach wishes to provide a subscription to the Services and Program to Customer, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subscription

1.1. Services and Program. SafeBreach hereby grants Customer a non-exclusive, non-transferable right to access and use the Program in order to utilize the Services, during the Term (as defined below), solely for Customer's internal business purposes, subject to Customer's compliance with any and all of the terms and conditions set forth in this Agreement, including without limitation, the full payment of the annual subscription fee set forth in **Exhibit A**

attached hereto (the "**Annual Subscription Fee**"). Customer hereby agrees to cooperate with SafeBreach to enable the provision of the Services, and comply with instructions provided by SafeBreach to Customer in connection with SafeBreach's provision of Services.

1.2. Maintenance and Support. Customer shall be entitled to participate, during the Term, in SafeBreach's maintenance and support program, with respect to the Program, as set forth in **Exhibit B** attached hereto as may be amended and revised by SafeBreach from time to time ("**Maintenance and Support Program**"), which fees are included in the Annual Subscription Fees.

1.3. Documentation. SafeBreach may make available certain Documentation to Customer to be used by Customer for its internal business purposes and solely in connection with Customer's use of the Program and Services during the Term (the "**Purpose**"). "**Documentation**" means SafeBreach's standard user documentation generally made available by SafeBreach to its Customers describing the use, features and operation of the Program and Services.

2. Restrictions on Use.

2.1. Customer shall not: (i) circumvent, disable or otherwise interfere with security-related features of the Program or the Services, or features that enforce limitations on use of the Program or the Services; (ii) sell, rent, lease, license or timeshare the Program or the Services, or use it in any service bureau arrangement; (iii) copy, modify, reverse engineer, decompile, disassemble or derive, or attempt to derive, the source code of, the Program or the Services, or any components thereof; (iv) use the Program or the Services to develop a competing service or product; (v) interfere or attempt to interfere with the integrity or proper working of the Program or the Services; (vi) remove, deface, obscure, or alter SafeBreach's, or any third party's

copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Program and/or the Services; or (vii) use the Program and/or the Services in a manner that would violate applicable laws, or is outside the scope of the rights granted in this Agreement.

2.2. To the extent that Customer requested access to the SafeBreach Propagate offering (“**SB Propagate**”), which shall be considered as part of the Services hereunder, Customer acknowledges that such offering contains features that are intrusive in their nature, as further provided in the applicable Documentation. Customer shall (i) ensure that it has all necessary rights, permissions, and authorizations required for subscribing to and using the SB Propagate; (ii) use the SB Propagate strictly in compliance with its documentation and any applicable law or regulation.

3. **Rights and Title**

3.1. Program and Services. The Program and Services are licensed and not sold to Customer. All intellectual property rights and all other rights, title and interest of any nature in and to the Program or Services, and any related content, Documentation and Services provided or made available by SafeBreach hereunder, and all modifications, upgrades, customizations enhancements, improvements, and derivative works thereof (all - whether created by SafeBreach, Customer or otherwise, and whether or not permitted under this Agreement), are and shall remain the exclusive property of SafeBreach and its licensors. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. SafeBreach and its licensors reserve any and all rights not expressly granted in this Agreement.

4. **Consideration**

4.1. Subscription Fee. Customer’s access to and use of the Program and Services is subject to Customer’s up-front payment in full of the Annual Subscription Fee for the applicable subscription period.

4.2. Payment Terms. Unless otherwise expressly stated herein, all payments hereunder are quoted and shall be paid in United States Dollars. Payments shall be made without any right of set-off or deduction and are irrevocable and (except as expressly set forth herein) nonrefundable. All SafeBreach invoices are payable within thirty (30) days of the date of invoice. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

4.3. Taxes. All fees payable to SafeBreach are exclusive of applicable taxes (including without limitation VAT), withholdings or duties, and the Annual Subscription Fees set forth in **Exhibit A** are the net amounts which SafeBreach shall be paid by Customer hereunder. All taxes, withholdings and duties of any kind payable with respect to Customer’s subscription to the Program and Services arising out of or in connection with this Agreement, other than taxes based on SafeBreach's net income, shall be borne and paid by Customer.

5. **Term and Termination**

5.1. Term. This Agreement shall be effective as of the Effective Date and shall continue for an initial term of one (1) year (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew at the then-applicable Annual Subscription Fees as such prices appear in SafeBreach’s price list, for successive one (1) year terms (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”), unless: (i) SafeBreach or Customer provides the other with sixty (60) days written notice prior to the end of any term of its intent not to renew, or (ii) this Agreement is terminated in accordance with Section 5.2 below.

5.2. Termination

5.2.1. Material Breach. Either party may terminate this Agreement with immediate effect if the other party materially breaches this

Agreement and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof.

5.2.2. Distress Event. In the event that either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other party shall have the right to immediately terminate this Agreement.

5.3. **Effect of Termination**

5.3.1. General. Upon termination of this Agreement, Customer shall immediately discontinue all access and use of the Program and Services and shall promptly, but in any event within three (3) days, permanently delete all copies of the Documentation in Customer's or any of its representatives' possession or control.

5.3.2. Survival. This Section 5 and Sections 2 (Restrictions on Use), 3 (Rights and Title), 4 (Consideration), 6 (Warranty Disclaimer), 7 (Limitation of Liability), 8 (Indemnification), 9 (Confidential Information), and 11 (Miscellaneous) shall survive termination of this Agreement.

6. **Warranty Disclaimer**

6.1. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE PROGRAM AND SERVICES, AND ANY RESULTS THEREOF, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER; AND (II) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SAFE Breach WILL NOT BE LIABLE OR RESPONSIBLE FOR: (A) ANY TECHNICAL PROBLEMS OF THE

INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S OR ANY THIRD PARTY'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER.

6.2. CUSTOMER'S USE OF AND RELIANCE UPON THE PROGRAM, SERVICES AND ANY RESULTS THEREOF IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND SAFE Breach SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.

7. **Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, INTERRUPTION OF BUSINESS, DESTRUCTIONS OF SERVERS, LOSS OF USE OR LOSS OF REVENUE OR PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT FOR LIABILITY ARISING FROM SECTION 2, 8 OR 9, NEITHER PARTY'S MAXIMUM LIABILITY FOR AGGREGATE DAMAGES SHALL EXCEED THE FEES PAID AND/OR PAYABLE HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM.

8. **Indemnification**

8.1. By SafeBreach. SafeBreach hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third party claim, suit or proceeding that Customer's use of the Program and/or Services within the scope of this Agreement infringes any intellectual property rights of a third party. SafeBreach shall have no

obligations or liability hereunder to the extent that the alleged infringement is based on the Customer data. Without derogating from the foregoing defense and indemnification obligation, if SafeBreach believes that the Program and/or Services, or any part thereof, may infringe, then SafeBreach may in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Program and/or Services; (ii) replace or modify the allegedly infringing part of the Program and/or Services so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the foregoing clauses (i) and (ii) are not reasonably commercially feasible, terminate this Agreement immediately, and in such event Customer shall receive a prorated refund of any Annual Subscription Fees paid for the unused portion of the applicable subscription period. This Section 8.1 states SafeBreach's entire liability and Customer's exclusive remedy for any claims of infringement.

8.2. General. The defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim (however no compromise or settlement of any claim imposing financial liability upon the indemnified party may be effected without the prior written consent of indemnified party); and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim; except if there is any conflict of interest between the parties or the indemnifying party has failed to defend such claims, in such event the indemnified party shall have the right to appoint their own legal counsel, at the indemnifying party's expense.

9. Confidential Information. Each party may have access to certain non-public and/or

proprietary information of the other party, in any form or media, including confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party. SafeBreach shall be allowed to collect, store and use anonymized data for research and analytics purposes to the extent it does not include Confidential Information of the Customer.

10. Data Protection and Privacy. To the extent SafeBreach processes Customer's personal data as defined under applicable data protection law ("**Personal Data**"), SafeBreach will process such Personal Data in accordance with the terms and conditions set forth in SafeBreach's data processing addendum a copy of which may be found at [SafeBreach Client DPA](#).

11. Miscellaneous. This Agreement shall constitute the full Agreement between the Parties with respect to its subject matter and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. This Agreement and any rights or obligations hereunder may not be transferred or assigned by

either party without the prior written consent of the other party, except that either party may assign this Agreement as a whole to a successor to all or substantially all of its assets or business related to this Agreement, without such consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. If any of the terms contained in this Agreement shall, for any reason, be held to be void or unenforceable, it shall not affect the validity or enforceability of any other term in this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce each such provision thereafter. Customer acknowledges that SafeBreach reserves the right to use Customer's trademarks, logo, and name for any marketing purposes, including press release, newsletter and social media, however, without compromising any confidential information of Customer. This Agreement shall be governed by and construed

under the laws of the State of California without reference to principles and laws relating to the conflict of laws. Each party may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. This Agreement may be executed in facsimile counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing, by fax or mail and shall be sent to the address for each Party set forth on the first page of this Agreement, or at such other address as shall be given by either Party to the other in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by a facsimile or an email followed by a written or electronic confirmation; (b) two (2) days after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.


Customer: 	SafeBreach, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Email:	Email:
Telephone:	Telephone:
Date:	Date:

Exhibit A

SERVICES	Ongoing updates of breach methods with respect to the Content Modules to which the Customer has subscribed.
APPLICABLE PROGRAM LICENSED UNDER THIS AGREEMENT	SafeBreach for Networks'
CONTENT MODULES INCLUDED IN THE SERVICES	<i>[To Be Added]</i>
MAXIMUM NUMBER AND TYPE OF APPLICABLE DEVICES ALLOWED UNDER THIS AGREEMENT	Applicable Devices: Up to ____ Management Modules Up to ____ Simulators
ANNUAL SUBSCRIPTION FEE	
PROGRAM LICENSE & MAINTENANCE & SUPPORT SERVICES	Included in the Annual Subscription Fee.

Exhibit B

SafeBreach Maintenance and Support Program

1. **Maintenance Services.**

- a. SafeBreach will provide Customer with remedial and preventive maintenance and support services to the Program, as provided in and subject to the terms set forth in SafeBreach's SLA (the "SLA") as detailed herein ("**Maintenance Services**") to keep the most current release of the Program in good operating condition, and subject to the terms of the Service Subscription Agreement, entered between the Customer and SafeBreach (the "**Agreement**").
- b. SafeBreach's obligation to provide Maintenance Services is dependent upon: (i) the Agreement being in effect; and (ii) the performance by Customer of all of its obligations set forth in the Agreement and the obligations set forth herein.
- c. Without derogating from the provisions of the SLA, SafeBreach shall not be obligated to provide Maintenance Services pursuant to this Exhibit B, that are required as a result of any of the following: (i) abuse, misuse, accident or neglect; or (ii) repairs, alterations, customization and/or modifications; or (iii) use of materials composed by the Customer which may not comply with SafeBreach's requirements; or (iv) use of the Program for other than the intended purpose for which it was licensed; or (v) Alternations, modifications or integration of the Program with third party software (for the avoidance of doubt SafeBreach shall provide Maintenance Services the SafeBreach in its 'out of the box' configuration) or (vi) inadequate backups of the Program by the Customer that prevent SafeBreach from reinstalling the Program before or after the reported problem was solved.

2. **Updates and New Versions.**

- a. During the term of the Agreement, SafeBreach shall make available to Customer updates to the Program, consisting of one copy of modifications and improvements to the Program that SafeBreach determines are required to achieve the specifications established by SafeBreach for the Program (the "**Updates**"). For the avoidance of doubt, Updates shall only include such modules of the Program licensed by Customer, under the Agreement. The Updates will be made available to Customer at no additional cost.
- b. SafeBreach shall maintain prior versions of the Program until the earlier of (i) a period not earlier than 18 months from the release of each new version release, or (ii) termination of this Support and Maintenance Agreement. Upon receipt and installment of Updates, Customer may keep one (1) copy of the previous version of the Program for archival purposes only and shall destroy all other copies of the previous version of the Program.

Service Level Agreement ("SLA")

3. SafeBreach will support a Customer with problems generated directly by and as part of the Program, as defined in this Exhibit B, including support for technical or installation problems, implementation and documentation errors. For the purpose of this SLA, the terms technical problems or installation problems shall be defined herein as defects ("**Defects**").

Initiating Support Requests

4. Support calls shall Initiated by a designated individual nominated by Customer (the "**Representative**") by filing of a Support Request through a designated form in the Program's help section, or by an email to support@safebreach.com or calling Safebreach support center at +1-408-741-9505 or submitting a web support request at <https://support.safebreach.com/>

Handling of Support Requests

5. Customer Support Team (CST) shall recreate the Defect reported in SafeBreach's labs using the relevant 'out of the box' version of the Program.
6. SafeBreach may request the Representatives:
 - a. To provide additional information (e.g. screen shots, log information etc).
 - b. To perform troubleshooting activities to enable identification of the source of the reported problem.

c. To install patches or files that are sent by SafeBreach to be executed accurately in accordance with SafeBreach's instructions and the results of such installation will be reported back to the CST.

d. CST may determine, that in order for SafeBreach to identify and/or solve the reported problem – access to the Program is required (“**Remote Access**”). In such case, it is the Representative’s responsibility to enable such Remote Access in a form acceptable to SafeBreach. If the Customer is unable to enable SafeBreach with Remote Access, SafeBreach's representatives may need physical access to Customer servers. Customer acknowledges that such on-site access is not included in the Maintenance Services, and may cause delay in the response time or repair of the reported problem, and shall be charged separately.

7. In any case where the Defect was successfully recreated by CST, SafeBreach shall send an appropriate fix in accordance with the timetables set forth in section 10 below.
8. SafeBreach will not support or provide solutions to problems (i) that were not generated directly by or on the Program, including but not limited to, problems generated by Customer’s database, network components, operating systems, applications or integration with other systems; or (ii) in a Program that has been customized or otherwise modified; or (iii) If the Customer did not implement any preventive maintenance steps and procedures that will be directed by SafeBreach.
9. Initial response for Defects will be provided based on the severity of the Defect as follows:

PRIORITY LEVELS of DEFECTS

10. Customer Support for the Program covers (i) development and production issues for the Program and its components, (ii) Informational and implementation questions about the Program and features; and (iii) troubleshooting operational problems with the Program.

A. Response Times and Availability

CST will attempt to respond to cases within these internal time frames. These are targets only, and are not guaranteed. CST does not guarantee resolution times or delivery dates. These times are subject to change depending on the nature of a case and complexity of the reported case.

Categorization	Criteria	Initial Response Time	Status Update
Level 1/Priority 1 Critical/Urgent	Critical technical issue resulting in a total loss of core functionality in the Program. No Workaround is available.	1 hour or less (All days)	4 hours (All days)
Level 2/Priority 2 High	Major technical issue resulting in severe performance problems in the Program. No Workaround is available.	2 to 4 hours (All days)	8 hours (All days)
Level 3/Priority 3 Normal/Medium/Low	A minor technical issue where the Customer can use the Program with only slight inconvenience.	1 Business Day	1 Business week

- a. Customer acknowledges that not all Level 3 problems will require a workaround. Safebreach may, in its reasonable discretion, respond to a Level 3 problem by making correction of the error a feature request.

- b. For Level 1 and Level 2 incidents, Customer shall initiate contact with CST via telephone and indicate the probable category of the incident. Telephone Support for Standard Support shall be standard business hours. Telephone Support for Premium Support shall be 24x7x365 for all Level 1 and Level 2 issues, and during standard business hours for Level 3 issues. For Level 3 incidents, Customer may email or telephone the CST.
- c. CST's standard business hours are Monday through Friday, 8:00 AM-5:00 PM PST.
- d. Response time is defined as the time between the creation of the case and the first attempt of a Safebreach support engineer from CST to contact the Customer who initiated a case.
- e. Above severities apply to systems in production, errors in non-production systems (test, development, sandbox) will be automatically downgraded one level.
- f. Problems with the installation of the Program have Priority/Severity "High" at a maximum.
- g. When a Customer initiates a case outside Standard Support Hours, (meaning, either Customers with Premium Support initiate a Severity 3 or Severity 4 case outside Standard Support Hours or Customers with Standard Support initiate a case of any severity outside Standard Support Hours), then the case will be handled as if it was initiated at 8 AM the next business day.
- h. A Safebreach installation in an environment which is not in compliance with Safebreach's sizing and technical recommendations will be automatically downgraded by one level.
- i. Above response times apply only if e-mail communication is provided via support@safebreach.com and/or if phone communication is provided by calling the official and posted hotline numbers.
- j. If CST determines that an issue is fixed in a released patch, CST may require the Customer to apply this patch before commencing troubleshooting.

B. Resolved Queries

An issue is considered resolved when (i) the issue is solved; (ii) the source of the issue is determined to lie with a third party; or (iii) Customer does not respond to a request from Safebreach within seven (7) consecutive days after Safebreach's request.

- 11. Solution to Defects may include workaround, Program patch or new Program version.