

STRIDER TECHNOLOGIES

End User Agreement

This End User Agreement is entered into by and between Strider Technologies, Inc., a Delaware corporation, and its Affiliates (“**Strider**”), and the customer identified on the signature block below (“**Member**”). The details regarding the Strider Materials licensed to and the Services provided to Member under this Agreement will be set forth in one or more order forms or purchase orders (each, once executed, an “**Order Form**”) entered into by Member (either directly with Strider or through a Reseller (as defined in Section 4.3 below)). As used herein, “**Agreement**” means, collectively, this End User Agreement and all Order Forms, including any amendments thereto.

Member agrees to be bound by the terms and conditions of this Agreement as of date of last signature below (the “**Agreement Effective Date**”).

1. SCOPE

1.1 Strider Data and Other Strider Materials. Strider delivers relevant data, analysis, and insights (all data provided by Strider to Member, collectively, “**Strider Data**”) to Member for use in detecting and evaluating various types of threats, as described more fully one or more Order Forms (each, a “**Product**”). Members can elect to access and use certain Products and associated Strider Data via Strider’s proprietary online dashboard (the “**Portal**”) or to receive access to the Strider Data associated with one or more Products via a set of application programming interfaces (“**APIs**”). The Strider Data, Products, Portal, and APIs are referred to collectively herein as “**Strider Materials**”. Member may authorize certain of its or its Affiliates’ employees or contractors (its “**Users**”) to access and use the Portal and/or the APIs, as applicable, on Member’s behalf and solely for its internal business purposes, subject to the terms and conditions of this Agreement.

1.2 Services. An Order Form may identify Services that Strider will provide under this Agreement. As used herein, “**Services**” means (a) the support services that Strider makes available with respect to the Strider Materials, as applicable (“**Support Services**”), and (b) any requests from Member for additional insights and/or analytical services provided by Strider’s analyst team in response to a specific Member inquiry (collectively, “**Analyst Services**”) identified in an Order Form entered into by the parties hereto.

1.3 Affiliates. Unless otherwise noted on an Order Form, the Strider Materials and Services provided by Strider hereunder will be for the benefit of both Member and its Affiliates. As used herein, “**Affiliate**” means any entity controlling, controlled by, or under common control with, a party to this Agreement. For the purposes of this Agreement, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such entity, whether through the ownership of a majority of voting securities, by contract or otherwise. An entity shall be deemed to be an “Affiliate” only so long as such relationship with the applicable party exists.

1.4 Users. Member may authorize certain of its or its Affiliates’ employees or contractors (its “**Users**”) to access and use the Portal and/or the APIs, as applicable, on Member’s and its Affiliates’ behalf and solely for its and their internal business purposes, subject to the terms and conditions of this Agreement.

2. STRIDER RESPONSIBILITIES

2.1 Access to Products and Services. Subject to this Agreement, Strider will, as specified in an applicable Order Form, during the Term: (a) make the Products licensed by Member available for the applicable subscription periods set forth in each such Order Form, (b) provide the Support Services, and (c) respond to any requests for Analyst Services by Member.

2.2 License to Strider Data. Subject to compliance with the terms and conditions of this Agreement, Strider grants to Member a fully paid-up, perpetual, non-transferable, non-sublicensable right and license to use and copy the Strider Data delivered in connection with the Products and Analyst Services, solely for Member's internal business purposes. The Strider Data (other than any Member Data (defined below) contained therein), along with any copies of the foregoing, constitute protected copyrighted material and valuable trade secrets owned solely and exclusively by Strider.

2.3 Changes and Updates. From time-to-time during the Term, Strider may change or update the features, functionality or other aspects of the Strider Materials or Services, including to reflect changes in technology, industry practices, patterns of system use, and availability of third-party software or other dependent items. Strider will use reasonable efforts to provide notice to Member in advance of any material changes or updates to the Strider Materials or Services. Strider will make available to Member any updates or improvements to the Strider Materials or Services that Member is currently subscribed to that Strider makes generally available to its other members of the same Strider Materials or Services.

2.4 Availability. Strider will use commercially reasonable efforts to make the Portal and APIs available 24 hours a day, 7 days a week, except for temporary downtime or disruptions that may occur at Strider's sole option and discretion. Strider will have no liability for any downtime or disruption resulting from any system or technology not in Strider's control, including without limitation any problem associated with the Internet, a telecommunications service provider, applications, equipment or facilities hosted off Strider's premises, or any third-party interface that the Strider Materials rely upon. Member acknowledges that such temporary downtime or disruptions may occur. Strider will use commercially reasonable efforts to provide Member prior notice of any planned downtime or disruptions to the Portal or APIs.

2.5 Use of Member Data. Strider's Products are designed to operate on a "zero-touch" basis and no data (other than User authentication information) is required from Member in order for Member to access the Products and receive associated Strider Data. To the extent that Member elects to provide Strider with any other data, such as any data submitted as a Search People query, if logged, or as part of Analyst Services (all data provided by Member to Strider, "**Member Data**"), Strider will process such Member Data solely in accordance with this Agreement. For the avoidance of doubt, responses to Member queries (including both RFI responses Search People responses) are Strider Data.

2.6 Safeguards. During the Term, Strider will maintain reasonable administrative, physical and technical safeguards designed to protect Member Data, consistent with any law or regulation applicable to Strider and its performance of this Agreement and consistent with Strider's then-current practices and procedures. Strider will promptly report to Member any compromise of security that it becomes aware of regarding Member Data.

3. MEMBER RESPONSIBILITIES

3.1 Use of the Strider Materials and Services. Member will use all licensed Strider Materials and Services solely in accordance with the terms and conditions of this Agreement and the applicable Order Form, including any applicable term, number of Users, and/or other usage parameters for any particular Products as set forth in the Order Form(s) (collectively, "**Approved Use**") and solely in compliance with all applicable laws. Without limiting the foregoing, Member will not, and will not permit its Users to: (a) sublicense, lease, rent, loan or otherwise transfer to any third party any rights of Member hereunder; (b) make the Strider Materials or Services available for the benefit of any third party; (c) attempt to circumvent any controls to limit Member's use of Strider Materials or Services to the Approved Use; (d) modify, adapt, alter, translate, or create derivative works from the Strider Materials or Services; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Strider Materials; (f) perform or disclose any benchmark or performance tests of the Strider Materials; (g) perform or disclose any security testing of the Strider Materials or associated infrastructure; (h) remove or modify any program markings or any notice of Strider's or its licensors' proprietary rights; or (i) use any unauthorized automated process or service to access and/or use the Products. Access to and use of the Strider Materials or Services may be further subject to compliance with reasonable policies maintained by Strider, each as may be set forth on

its website and each as may be updated and amended from time-to-time. Notwithstanding any other provision to the contrary herein, at any time during or after the Term, if Member uses the Strider Data in any manner other than as permitted in this Agreement, Member's license to the Strider Data set will automatically terminate with immediate effect, and Member must immediately: (i) stop using the Strider Data; and (ii) destroy all copies of the Strider Data in Member's possession or control and permanently erase all electronic copies of the Strider Data.

3.2 Credentials; Accounts. Strider will provide Member with access to the Products via the password-protected Portal, which requires the use of multi-factor authentication. Each User password authorizes a single User to access the Portal and use the applicable Products and/or Services. Users' passwords may not be shared with any other individual(s), and each User access account and password may be used on only one machine at a time. Strider may also provide Member with additional credentials for the APIs (i.e., API keys) (collectively with all user passwords, "**Credentials**"). Member is solely responsible for identifying and authenticating all Users, approving access by such Users to the Strider Materials and/or Services, controlling against unauthorized access by Users or third parties, maintaining the confidentiality of all Credentials, and for all activities that occur under Member's and Users' Credentials or accounts. Member will notify Strider immediately of any unauthorized use that comes to Member's attention and will take all steps necessary to remediate such issue. Strider may revoke or require Member to replace Credentials in Strider's discretion.

3.3 Provision of Member Data. To enable Strider to provide Member with the applicable Strider Materials and/or Services, Member hereby grants Strider the right to use, process and transmit, in accordance with this Agreement, all Member Data for the duration of the Term. Member shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Member Data and, without limiting the foregoing, will not provide to Strider any Member Data that may violate applicable laws, including without limitation, any Member Data that may menace or harass any person, cause damage or injury to any person or property, or violate the privacy rights or other rights of any individual. Member is solely responsible for (i) ensuring that Member has all necessary rights to collect, use, and share all Member Data with Strider as described herein, and (ii) providing any necessary notices or disclosures, and/or obtaining any necessary consents, regarding the foregoing and/or Member's use of the Strider Materials and/or Services.

3.4 Strider Data; Decisions. All Strider Data provided by Strider to Member under this Agreement are (i) for general informational purposes only, (ii) are not intended to be solely relied upon by Member, any User, or any other party to make or refrain from a certain course of action or decision, and (iii) do not, and are not intended to, constitute legal or other professional advice or recommendations. Member acknowledges and agrees that Member is solely responsible for any and all decisions made or actions taken by Member based on any use of the Strider Materials or Services, or otherwise based any information provided by Strider to Member, and that Strider will have no liability in connection therewith.

3.5 Account Suspension. Strider may suspend, terminate or limit access to the Strider Materials and/or Services at any time if (a) Strider determines that the Strider Materials and/or Services are being used by Member or any User in violation of applicable law, in an unauthorized or fraudulent manner or that Member or any User has submitted fraudulent or inaccurate information to Strider, (b) Strider determines that Member's or any User's use of the Strider Materials or the Services adversely affects the Strider Platform or service to others, (c) Strider is prohibited by an order of a court or other governmental agency from providing the Strider Materials or the Services, (d) Member fails to pay any Fees owed to Strider hereunder within 10 days of the date on which payment is due; or (e) a security incident or other disaster that impacts the Strider Materials or the Services occurs. Strider will have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Member's use of the Services in accordance with this Section.

3.6 Pre-Release Materials. Member may have the opportunity to receive access to certain "pre-release", "beta" or other materials or Product features prior to their full commercial release ("**Pre-Release Materials**"), at Strider's option. Member's use of any Pre-Release Materials may be conditioned on acceptance of additional terms and, in any event, is subject to the confidentiality obligations in Section 7 below. NOTWITHSTANDING SECTION 8 BELOW, ALL PRE-RELEASE MATERIALS ARE PROVIDED TO MEMBER "AS-IS" WITHOUT ANY

WARRANTY AND STRIDER SHALL HAVE NO LIABILITY FOR THE USE OF SUCH PRE-RELEASE MATERIALS, INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY OF SUCH PRE-RELEASE MATERIALS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS AGREEMENT.

4. FEES

4.1 Invoicing and Payment. All fees associated with this Agreement are in US Dollars. Member will pay Strider (or a Reseller, if applicable) the fees set forth in each Order Form (“**Fees**”) according to the terms and conditions set forth in such Order Form. Late payments by Member are subject to a service charge of the lower of one and one-half percent (1.5%) per month or the maximum legal rate, determined and compounded daily from the date due until the date paid.

4.2 Taxes. The Fees and all other amounts payable pursuant to this Agreement are exclusive of all national, state, local, municipal or other excise, sales, use, property or similar taxes, fee and duties, now in force or enacted in the future, and all such taxes and fees shall be paid by Member; provided, however, that Member shall not be responsible for net income, net worth or franchise taxes or any employment and other business taxes assessed on Strider. Member shall obtain and provide to Strider any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability due to the provision of the Strider Platform or any Services hereunder.

4.3 Resellers. From time-to-time, Strider may offer Strider Materials and Services through one or more of its authorized reseller partners (each, a “**Reseller**”). All Order Forms entered into with Resellers are subject to acceptance by Strider. If Member obtains licenses to Strider Materials or Services through a Reseller, Member shall pay the Fees set forth in the applicable Order Form to Reseller in accordance with the terms and conditions set forth in such applicable Order Form. All Fees are due and payable by Member to its Reseller. Any disputes related to the Fees or invoicing shall be handled directly between Member and the Reseller. In no event will Strider be liable for the acts or omissions of a Reseller. No Resellers are authorized to modify the terms of this Agreement.

4.4 Certification with Terms. Strider or its designee (including its accountants and auditors) reserves the right to require Member to send written certification of compliance with the terms and conditions of this Agreement within 30 days of Strider’s request.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement (“**Term**”) commences on the Agreement Effective Date and will continue for so long as there is an Order Form in effect, including during any renewal subscription periods identified therein.

5.2 Termination by Member. Member may terminate an Order Form and/or this Agreement at any time if Strider breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Member. If Member terminates one or more Order Form(s) and/or this Agreement due to an uncured breach of Strider, then Member’s sole and exclusive remedy is a pro-rata refund of any Fees pre-paid to Strider under such Order Form(s) then in effect in advance of such termination applicable to the remainder of the subscription period(s) under such Order Form(s).

5.3 Termination by Strider. Strider may terminate an Order Form and/or this Agreement at any time if Member or any User breaches any material provision of this Agreement or an Order Form and does not cure the breach within thirty (30) days after receiving written notice thereof from Strider. If Strider terminates one or more Order Form(s) and/or this Agreement due to an uncured breach of Member or any User, Strider will have no obligation to refund Member any Fees already paid to Strider under any such Order Form(s).

5.4 Effect of Expiration or Termination. Upon expiration or termination of an Order Form, Member and the Users will immediately cease using the applicable Strider Materials and Services, except as otherwise permitted herein with respect to Strider Data. Upon expiration or termination of this Agreement, Strider will not be obligated to persist any stored configurations and other data and settings associated with Member's account, and each party will comply with their obligations pursuant to Section 7.5 hereof. Upon expiration or termination of this Agreement by Strider due to a breach by Member, any undisputed amounts owed to Strider under this Agreement before such expiration or termination will be due and payable. Any terms of this Agreement that, by their nature, are intended by the parties hereto to survive, shall survive the expiration or earlier termination of this Agreement for any reason.

6. DATA PROTECTION

6.1 Relationship of the Parties. To the extent the GDPR applies to the processing of personal data included within the Strider Data provided to Member by Strider in connection with this Agreement, Strider and Member hereby agree that each party: (a) will act as a separate, independent controller of such Strider Data, (b) is independently responsible for compliance as a controller with the GDPR in connection with its processing of any such Strider Data and will individually determine the purposes and means of any such processing, and (c) will comply with the obligations applicable to it under the GDPR regarding the processing of such Strider Data. As used herein, "**GDPR**" means, as applicable, the Regulation (EU) 2016/679, and any similar legislation adopted by the United Kingdom. The terms "controller", "data subject", "personal data", "processing" and "processor" as used in this Agreement have the meanings given in the GDPR.

6.2 Cooperation. Without limiting the foregoing, each party shall cooperate with the other party in good faith to the extent reasonably necessary for such party to fulfill its compliance obligations under the GDPR, including: (a) providing the other party with information reasonably requested by such other party to enable it to respond, in accordance with its obligations the GDPR, to any request or other communication from a data subject or supervisory authority that relates to the processing of the Strider Data by such party, and (b) notifying the other party following receipt of any request received from a data subject that, in accordance with the GDPR should properly be directed to the other party as it relates to the processing of the Strider Data by such party.

6.3 No Joint Controllorship. For the avoidance of doubt, the parties are not entering a relationship of joint controllorship regarding personal data processed under this Agreement. Neither party has offered to act as a joint controller with respect to any personal data, and neither party is relying on any representation to the effect that the parties' relationship will be one of joint controllorship. The parties agree that no provision of this Agreement shall be interpreted or construed as indicating any intent to establish a relationship of joint controllorship between the parties.

7. CONFIDENTIALITY

7.1 Confidential Information. "**Confidential Information**" means all non-public data and other information disclosed by one party (the "**Disclosing Party**") to another party (the "**Receiving Party**") in connection with this Agreement, that (a) is marked "confidential" or "proprietary," (b) the Disclosing Party orally or in writing has advised the Receiving Party is confidential, or (c) based on the nature of the material or the circumstances under which it was disclosed, a reasonable person would believe to be confidential at the time of disclosure. "Confidential Information" includes but is not limited to pricing information, computer programs, names and expertise of employees and consultants, know-how, business proposals, plans and operations, and other technical, business, customer, financial and product development information of Disclosing Party. Without limiting the generality of the foregoing, the terms of this Agreement (including pricing), the Strider Materials, and the Services are Confidential Information of Strider, and the Member Data is Confidential Information of Member. Confidential Information does not include any information that: (i) is in the Receiving Party's possession at the time of disclosure without obligation of confidentiality as demonstrated by its written records; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain through no wrongful act of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party

not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

7.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to Receiving Party's employees, agents and contractors on a "need to know" basis, provided such persons are under an obligation with the Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party shall be responsible for any breach of this Agreement by any party to whom the Receiving Party has disclosed Confidential Information. Each party shall use all reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. The Receiving Party shall advise Disclosing Party immediately in the event the Receiving Party learns or has reason to believe that any person who has had access to the Disclosing Party's Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

7.3 Disclosure Required by Law. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law or by order of a court of competent jurisdiction. In such event and if reasonably possible under the circumstances, the Receiving Party will provide the Disclosing Party with prompt notice of such obligation and permit the Disclosing Party an opportunity to take legal action to prevent or limit the scope of such disclosure. The Receiving Party will furnish only that portion of the Disclosing Party's Confidential Information which the Receiving Party is advised by counsel is legally required and the Receiving Party will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Disclosing Party's Confidential Information.

7.4 Remedies. Unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm to the Disclosing Party for which recovery of money damages would be inadequate; consequently, the Disclosing Party shall be entitled to timely injunctive relief to protect its rights under this Section 7, in addition to any and all remedies available at law or in equity.

7.5 Return of Confidential Information. Promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information (except as permitted by Section 2.2). At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section. Notwithstanding the foregoing, the Receiving Party may retain reasonable copies of the Disclosing Party's Confidential Information received by it for compliance purposes. This Section constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

8. INTELLECTUAL PROPERTY

8.1 Ownership by Strider. Strider owns and retains all right, title, and interest in and to the Strider Materials and the Services, the documentation therefore, any software or technology utilized, created or reduced to practice in the provision of the Strider Materials or the Services, and all intellectual property rights contained therein or related thereto, including without limitation all copies, translations, adaptations, modifications, derivations, updates, and enhancements thereof (the "**Strider IP**"). Member acknowledges that (a) no right or interest in the Strider IP is conveyed other than the limited licenses granted herein, (b) the Strider IP is protected by copyright and other intellectual property laws, and (c) the Strider IP embodies valuable confidential and secret information of Strider or its licensors, the development of which required the expenditure of considerable time and money and includes

protectable trade secrets. Member will have no right to possess the Portal or any Products either in object code or source code form. Member will not take or encourage any action during or after the Term that will in any way impair the rights of Strider in and to the Strider IP, any proprietary software or technology of Strider, or any intellectual property rights in and to any of the foregoing.

8.2 Member Data; Service Analyses. Member owns and retains all right, title, and interest in and to the Member Data. No right, title, or interest in and to the Member Data is transferred to Strider. Member consents to Strider's use of and access to the Member Data to (a) provide the Strider Materials and Services to Member, and (b) create and improve Strider products, processes and/or services. In addition, Member agrees that Strider may compile statistical and other information related to the performance, operation and use of the Strider Materials and Services and use data from the Strider Platform or any Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively, "**Service Analyses**"); provided, however, that Service Analyses will not incorporate Member Data or Member Confidential Information in a form that could serve to identify Member or any individual. Strider retains all intellectual property rights in Service Analyses.

8.3 Member Feedback. Member hereby grants Strider a worldwide, perpetual, irrevocable, fully paid-up, royalty-free, sublicenseable right and license to use any suggestions, enhancement requests, ideas, inventions, information, processes, know-how, techniques or other feedback provided by Member relating to the Strider Materials or Services (collectively, "**Member Feedback**"), including the right to make, have made, sell, have sold, offer for sale, import, have imported and lease products and services which practice and/or embody Member Feedback. Strider shall have no obligation to incorporate any Member Feedback into any products or services.

9. INDEMNIFICATION

9.1 By Strider. Strider will indemnify, defend and hold harmless Member and its directors, officers, managers, agents, representatives, employees, successors and assigns (collectively, "**Member Indemnified Parties**") from and against any and all costs, damages, claims, suits, actions, liabilities, losses and judgments (collectively, "**Indemnifiable Losses**") arising from or in connection with any third party claim that any part of the Products or Services, as used in accordance with the terms of this Agreement, infringes or misappropriates the rights of a third party in or to any copyright, trademark, U.S. patent, or trade secrets. If the Products or Services become, or in Strider's opinion is likely to become, the subject of such an infringement claim, Strider may, at its option and expense, either (a) procure for Member the right to continue using the Products or Services, (b) replace or modify the Products or Services so that they becomes non-infringing or legally compliant, or, (c) if neither (a) nor (b) above is reasonably practicable, terminate this Agreement, accept return of the Products and Services and give Member a prorated refund of the Fees paid by Member for the remainder of the Term. Notwithstanding the foregoing, Strider will have no obligation under this Section or otherwise with respect to any infringement claim to the extent such claim is based upon any use of the Products or Services (i) not in accordance with this Agreement, (ii) in combination with other products, equipment, or software not supplied by or authorized in writing by Strider, if such infringement claim would not have occurred but for such combination, or (iii) any modification of the Products or Services by any person other than Strider or its authorized agents or subcontractors.

9.2 By Member. Member will indemnify, defend and hold harmless Strider and its Affiliates, and their respective directors, officers, managers, agents, representatives, employees, successors and assigns (collectively, "**Strider Indemnified Parties**") from and against any and all Indemnifiable Losses arising from or in connection with any third party claim (a) relating to Member Data or any decisions made by Member, any User, or any other party in connection with use of the Strider Materials or Services, (b) alleging Member's or any User's use of the Strider Materials or Services for any illegal purpose or other than in compliance with applicable law, or (c) arising from Member's or any User's fraud, gross negligence or willful misconduct.

9.3 Procedure. If any claim or action (a "**Claim**") is commenced against a party entitled to indemnification under this Section resulting from such Claim, the party seeking indemnity hereunder (the "**Indemnified Party**") will promptly notify the other party (the "**Indemnifying Party**") in writing of such (provided that failure to provide

such prompt notice will not preclude indemnification except to the extent the Indemnifying Party is unduly prejudiced thereby). If the Indemnifying Party is obligated under this Section to defend the Indemnified Party against such Claim, then the Indemnified Party will grant the Indemnifying Party sole control of the defense and investigation of the Claim and the Indemnifying Party will assume such control. The Indemnified Party will cooperate in all reasonable respects in the investigation and defense of the Claim at the expense of the Indemnifying Party and may participate in the defense with counsel of its choosing, at its own expense. The Indemnifying Party will not settle any Claim without the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. The Indemnified Party will have the right, at its own expense, to participate in the defense and related settlement negotiations of any indemnifiable Claim with counsel of its own selection. THE FOREGOING STATES MEMBER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS BY THIRD PARTIES REQUIRING INDEMNIFICATION UNDER THIS AGREEMENT.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

10.1 Mutual Representations. Each of Member and Strider represents and warrants to the other party that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, STRIDER MAKES THE STRIDER MATERIALS AND SERVICES AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND STRIDER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE STRIDER MATERIALS, THE SERVICES, OR OTHER MATTERS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF USE OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY OR LOSS OF DATA, ANY WARRANTY THAT THE USE OF THE STRIDER MATERIALS OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND ANY WARRANTIES ARISING BY COURSE OF PERFORMANCE OR TRADE USAGE. TO THE EXTENT THAT STRIDER MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED PURSUANT TO SUCH LAW.

11. LIMITATION ON LIABILITY

11.1 IN NO EVENT WILL STRIDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR LOSS OF GOODWILL) ARISING OUT OF THE BREACH OF THIS AGREEMENT OR USE OF OR INABILITY TO USE THE STRIDER PLATFORM OR THE SERVICES, EVEN IF STRIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.2 STRIDER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE STRIDER MATERIALS, AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY MEMBER TO STRIDER (INCLUDING, FOR THE AVOIDANCE OF DOUBT, FEES PAID TO A RESELLER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER FORM GIVING RISE TO SUCH LIABILITY.

12. AI Features

Strider's Strategic Intelligence Platform makes available certain artificial intelligence-powered features under the name "Spark". Use of Spark is optional and subject to the Supplemental AI Terms available at

<https://www.striderintel.com/supplemental-ai-terms/>, which are incorporated herein by reference. By accessing or using the AI Features, you agree to be bound by the Supplemental AI Terms.

13. GENERAL

13.1 Insurance. During the Term, Strider will maintain at its cost general liability insurance and/or umbrella insurance with a combined limit of not less than four million dollars (\$4,000,000) per occurrence.

13.2 Independent Contractors. The parties are independent contractors, and nothing herein is intended or will be construed as creating a partnership, employment, joint venture or agency relationship between the parties. Member assumes full responsibility for the actions of all of its Users hereunder.

13.3 Assignment. Neither party may assign or transfer any of its rights under this Agreement to any third party without other party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld, except that Strider may assign or transfer any of its rights under this Agreement to a successor in interest pursuant to a transfer of all or substantially all of Strider's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void.

13.4 Alternative Dispute Resolution. Subject to either party's right to seek injunctive relief or claims relating to obligations of confidentiality or the enforcement of intellectual property rights (which injunctive relief may be sought and which claims may be filed in a court of competent jurisdiction as defined below), any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a final and binding arbitration with a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and both parties consent to the entry of such judgment. Unless otherwise agreed, arbitration shall be conducted in Fairfax County, Virginia. Damages, compensation, costs and expenses (including reasonable attorneys' fees) shall be allocated as part of the award of the arbitrator. The award of the arbitrator shall not be judicially appealable absent manifest error. Any fixed sum damage amount found by the arbitrator shall be a liability of the party against whom the finding is made, and shall be paid in full within thirty (30) days of the date of the award. The responsible party shall pay interest at the variable rate of Prime Rate as reported in The Wall Street Journal plus two percent (2%) per annum, plus all costs of collection, including reasonable attorneys' fees, in the event of non-payment within such period. Except for either party's right to seek injunctive relief for claims relating to obligations of confidentiality or the enforcement of intellectual property rights, neither party shall institute any legal or equitable action against the other in any case with respect to a controversy or claim arising out of or relating to this Agreement, or the breach thereof, except to compel arbitration pursuant hereto or to confirm the arbitrator's award. The parties may commence an equitable action upon the material breach or threatened material breach of any obligation of confidentiality or infringement of the other party's intellectual property rights hereunder.

13.5 Governing Law. This Agreement will be governed by the laws of the state of Utah, without regard to its conflicts of laws rules. All enforcements of an arbitral decision, claims relating to disputes over rights regarding obligations of confidentiality or in or to intellectual property, and claims for injunctive relief, in each case arising out of or in connection with this Agreement shall be brought exclusively in the state and federal courts located in Utah, and both parties hereby irrevocably submit to the personal jurisdiction of such courts and agree not to object to the venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable to this Agreement.

13.6 Export. Each party will in its performance of this Agreement, comply with all applicable laws relating to the exportation or importation of technology (including the export and destination control regulations of the Commerce and Treasury Departments of the United States). Further, Member represents and warrants that it and its Users (a) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, or that has been designated by the U.S. Government as a "terrorist supporting" country, (b) have not been identified as a "Specially Designated National" by the Office of Foreign Assets Control,

(c) have not been placed on the U.S. Commerce Department's Denied Persons List," and (d) will not use any data or software received from Strider if any applicable laws in its country prohibit Member from doing so in accordance with this Agreement.

13.7 Construction. Section titles are for reference purposes only and shall not control or alter the meaning of the Agreement as set forth in the text.

13.8 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Except for actions for nonpayment or breach of Strider's proprietary rights, breach of confidentiality, or claims for indemnification, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has been discovered by the complaining party.

13.9 Force Majeure. Except for payment obligations each party will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of nature, strikes, lockouts, riots, acts of war, terrorism, epidemics, communication line failures, and power failures.

13.10 Notices. All notices hereunder shall be in writing and shall be effective upon receipt if delivered in person or by commercial overnight courier, the date sent by email, or three (3) business days after deposit in the U.S. Mail as certified or registered mail, postage prepaid, return receipt requested. All notices shall be made in accordance with the foregoing methods and shall be delivered to each of the parties at the addresses set forth the applicable Order Form (or such replacement address as a party may hereafter request via the methods set forth in this Section).

13.11 Renewals. Upon renewal of this Agreement, the Annual Subscription Fees payable by Member shall automatically increase by five percent (5%) of the then-current Annual Subscription Fees, unless otherwise agreed in writing by both parties.

13.12 Publicity; Use of Names. Neither party will make any media release or other public announcement relating or referring to this Agreement without the other party's prior written consent. Neither party may use any names, logos, seals, insignia or other words, symbols or devices that identify the other party or any unit, division or Affiliate of the other party for any purpose except with the prior written approval of, and in accordance with restrictions required by, the other party.

13.13 Severability. If any provisions of this Agreement or the application of any such provision are held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall continue in full force and effect.

13.14 Entire Agreement. This Agreement, together with all Order Forms, and other documents referred to herein, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. Any preprinted terms appearing in any Member purchase order or similar document that differ from, are inconsistent with, or are in addition to the terms of this Agreement, shall be void. This Agreement may only be modified by a writing signed by both parties.

IN WITNESS WHEREOF, and with the intent to be bound hereby, the parties have caused this Order Form to be executed by their duly authorized officers or representatives as of the Order Effective Date.

STRIDER TECHNOLOGIES, INC.

MEMBER: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____