



# OUTPOST24'S GENERAL CONDITIONS FOR PRODUCTS AND SERVICES SOLD IN THE US AND CANADA

## 1. Definitions

**Agreement:** This document, the respective Service and Product Description and the Quotation.

**Authorized Users:** Personnel of Customer, Subsidiaries, and its and their consultants, in each case who are authorized by Customer to use the Product and the Information.

**Confidential Information:** Has the meaning set forth in Section 6.1.

**Customer:** Means the end customer being the legal entity that signs this Agreement.

**Expiration Date:** The expiration date of the Agreement as stated in the Service and Product Description, or if such date has not been stated in the Service Description, one year from entering into this Agreement.

**Fees:** Service Fees, Subscription Fee and any other costs and expenses payable by the Customer to O24 via an agreed upon reseller.

**Information:** Has the meaning set forth in Section 2.1.

**Intellectual Property Rights:** All intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, Confidential Information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, mask works, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**Launch Form:** A document describing the connectivity and data collection requirements, which are necessary to deliver the appropriate components, platform and hardware, in accordance with this Agreement.

**License Start Date:** The day on which the license to the Products, Services and Sensors will commence which is specified in the Service and Product description. If nothing is stated in the Service and Product Description, the License Start Date will be the date of the last signature to the Agreement

**O24:** Outpost24, Inc., a California corporation.

**O24 Group:** O24 and its affiliates.

**O24 Providers:** O24's third party licensors and providers, which may include members of the O24 Group.

**Participant:** The natural person being an employee at the Customer.

**Product:** Assure, MVP, Snapshot, Elastic Detector, Elastic Workload Protector, Farsight, Outscan, Outscan

PCI, Appsec Scale, HIAB, SWAT, Sensors and the platform for training services.

**Quotation:** means the quotation provided by O24 and accepted by Customer.

**Sensor:** The hardware/computer equipment, which is provided in combination with specific Products and Services

**Service and Product Description:** The Service and Product Description located at [www.outpost24.com](http://www.outpost24.com) which defines/describes the Services to be rendered, the Product to be licensed and the support that will be provided, and will be stated in the quotation or license agreement as applicable and/or the statement of work (applicable for Services).

**Service Fee:** All fees payable by the Customer to O24 via the agreed upon reseller for Services rendered as set forth in this Agreement.

**Services:** Those services set forth in the Service and Product Description (such as, to the extent set forth therein, professional services, implementation services, managed services, training services, support services, automated and manual monitoring, alert services, penetration testing, maintenance of sensor, and scenario-based testing).

**Subscription Fee:** All fees payable by the Customer to O24 for the use of Products as set forth in this Agreement

**Subsidiaries:** Customer's majority-owned subsidiaries.

**Term:** The initial term of this Agreement and all renewal terms (subject to any termination of this Agreement).

## 2. User Rights and Customer Support

2.1. During the Term, Customer is granted a non-exclusive, non-sublicensable and non-assignable right for Authorized Users to use the Product and any information provided by O24 in relation to the Product (the "Information") in the United States and Canada solely for Customer's and its Subsidiaries' internal use. Unless agreed in writing by O24, Customer shall not wholly or partially copy or modify the Product or the Information, grant any third party any right to use the Product or the Information, or use the Product or the Information on behalf of any third party.

2.2. Neither Customer nor Authorized Users are acquiring any property rights or Intellectual Property Rights whatsoever in the Product, the Services or the Information, and Customer agrees not to (and shall cause Authorized Users not to) challenge or claim any right to the Product, the Services or the Information or any other Intellectual Property Rights of O24 or any O24 Provider or member of the



O24 Group. O24 (and/or the applicable O24 Provider) retains all Intellectual Property Rights in the Products, the Services and the Information, including inter alia all source code and other materials developed by O24 (and/or the applicable O24 Provider) to deliver Services for the Customer, project specifications, and reports provided to the Customer.

2.3. Customer shall be responsible for all actions and omissions of Authorized Users. Without limiting the generality of the foregoing, any action or omission by an Authorized User with respect to this Agreement or the Products, the Services or the Information shall be deemed to be an action or omission by Customer.

2.4. Any license where pool of scans for any Product purchased is valid for twelve (12) months only. Any unused scans cannot be transferred to renewal license periods, future license periods or refunded by O24 to Customer.

2.5. Outpost24 Lifecycle Policy. The Product and/or Services remain in support if the following criteria are met: 1) Customer have a valid Agreement to use the Product and/or Service with O24 or its partners, and 2) Customer must stay current as specified in clause 2.6.

2.6. Change notification. Changes for the Product and Services may be more or less frequent and require Customer to be alert for forthcoming modifications to their Product and/or Services. Unless otherwise noted, O24's will provide a minimum of thirty (30) days' written notification when Customer is required to take action to upgrade in order to avoid significant degradation to the normal use of the Product or Service. O24 releases new features on an approximately quarterly basis (every three (3) months.) Customer must accept upgrades within ninety (90) days of the release of such upgrades so Customer remains no more than one (1) released version behind current version at any time in order to be eligible for customer support by O24. All updates will be made available to Customer free of charge during the license period.

2.7. O24 will provide a minimum of twelve (12) months' notification prior to ending support if no successor Product or Service is offered—excluding free services or preview releases.

2.8. **(For training services only):** Customer receives access to the Product with an access code to the purchased course. The access code will be active for one (1) year or until the course has been completed by the Participant whichever is the shortest period. Hereafter the access code will no longer be valid and Customer will have to renew course access rights through purchasing the course again, if the Customer would still like to take the course. Certifications are valid for one (1) year and must be renewed within one (1) year after completion to uphold the status of Outpost24 Certified.

2.9. **(For Snapshot only):** The Customer may not request that more than 10% of the total Snapshot engagements are used per month.

### 3. Services

3.1. O24 will provide the Services and Customer shall pay the Service Fees.

3.2. Should the Services include implementation services, O24 will use commercially reasonable efforts to deliver the Services by the date of delivery specified in the Service and Product Description.

3.3. If the Agreement includes a Sensor, the Sensors will be shipped from O24's designated facility for installation by the Customer at the Customer's designated site. The Sensor will not be shipped until a Launch Form is filled out and signed by Customer. Some of the equipment set forth in the Agreement may be refurbished equipment containing certain refurbished parts or components. Such equipment is equivalent to new and shall be subject to all of the terms and conditions in the applicable Agreement by and between O24 and the Customer, including, but not limited to, all warranty and warranty remedies. O24 shall retain all right, title to and interest in the Sensors.

3.4. In those cases where the use of cloud-based Services is likely to cause harm or risk of harm to O24, an O24 Provider, the Customer, a Subsidiary or a third party, O24 may suspend or limit the Customer's and Authorized Users' access to the cloud-based Services, or take any other action that it believes is appropriate under the circumstances, in order to mitigate the risk of harm. O24 shall promptly notify the Customer of any such suspension, limitation of access or other actions.

3.5. During the Term of this Agreement, to the extent set forth in the Quotation or otherwise agreed to between the parties in writing, O24 will provide customer support to the Customer regarding the Product, Sensors and Services by means of the O24 customer support portal and through information made available on O24's website. For the purpose of clarity, O24's has no obligation to provide customer support to Authorized Users who are not employees of Customer. The severity level of the ticket, is determined by the support level defined in the Outpost24 Support Level Agreement.

In case of disagreement between Customer and O24 concerning severity level for a specific support ticket, O24 shall have the final saying. A requirement for O24 to be able to provide customer service to Customer is that Customer grants O24 access to the Products Customer has purchased a license to. Without access granted by Customer, O24 cannot provide the requested customer support and hence not be responsible or liable for any potential defects or configurations related to the Products.

3.6. If the Service and Product Description specifies that any of the Services are to be provided by named individuals, O24 may nonetheless substitute staff at its discretion; provided, however, that in such circumstances O24 it will endeavor to give reasonable notice, and to provide equivalent replacement staff whom the Customer will be given the opportunity to approve. Further, O24 periodic staff training, vacation and holidays may lead to



staff being absent from assignments for short periods. O24 will endeavor to avoid any disruption to the progress of the assignment.

3.7. The parties shall, as soon as possible, inform each other of any and all relevant circumstances and events, such as modifications, problems, delays and other matters which may be of significance for provision of the Services. Any required follow-up in relation to the Services will be by e-mail or telephone, unless otherwise agreed.

3.8. The Customer must inform O24 in writing in the applicable Service Description about any particular data and/or statistics that O24 should include in a report. If this has not been included in the applicable Service Description, O24 will include the data that O24 finds relevant and no other data will be collected.

3.9. **(Red team services only)** O24 will provide the Services such as red team services (either onsite or from remote), training services and provide reports to the extent and detail levels and subject to the Fees specified in the Service and Product Description.

3.10. **(Red team services only)** Should the Services include implementation services, O24 will use its reasonable endeavors to deliver the Services at the latest on the date of delivery as specified in the Service and Product Description.

3.11. **(Red team services only)** If the Services are specified to be provided by named or otherwise specified O24 staff member, O24 may still substitute staff at its discretion; in such circumstances, it will endeavor to give reasonable notice, and to provide equivalent replacement staff whom the Customer will be given the opportunity to approve. Further, O24 periodic staff training and annual holidays may lead to staff being absent from assignments for short periods. O24 will endeavor to avoid any disruption to the progress of the assignment.

3.12. **(Red team services only)** The Parties shall, as soon as possible, inform each other of any and all relevant circumstances and events, such as modifications, problems, delays and other matters which may be of significance for provision of the Services. Any required follow-up in relation to the Services is done by e-mail or telephone, unless otherwise agreed.

3.13. **(Red team services only)** O24 retains copyright in all material, including inter alia source code developed by O24 for the Customer, project specifications and reports provided to the Customer.

3.14. **(Red team services only)** The Customer must inform O24 in writing in the applicable Service Description about any particular data and/or statistics that O24 should include in a report. If this has not been included in the applicable Service Description, O24 will include the data that O24 finds relevant and no other data will be collected.

3.15. **(Red team services only)** Security Officers are only obliged to follow the instructions in the Service and

Product Description and in this Agreement. The Security Officers are not obliged to and shall not follow any additional instructions given by the Customer or any third party. If the Customer wants to provide additional or changed instructions, these must be provided via email to O24, seven (7) days prior to the Service Delivery, and subsequently confirmed by O24 in an addendum to the Service and Product Description and signed by both parties in accordance to 13.2 of this Agreement. If these instructions are not fulfilled prior to the Service Delivery, or if they are rejected by O24, the original Service and Product Description and this Agreement will provide the legally binding Service instructions.

3.16. **(Red team services only)** If one or more Operatives are arrested, or confined by police, other authorities or private security personnel on the grounds of any suspicion of punishable or unlawful act, the Customer is obliged to do everything possible to put an end to this as soon as possible, including but not limited to making clear that the operatives are performing tasks on behalf of Customer, pay all legal fees and other additional costs O24 can document due to such arrest, confinement etc..

3.17. **(Red team services only)** Customer hereby grants O24 herewith the limits of the Service and Product Description an unlimited permission for accessing, using and operating the Service activities, including all preceding and corresponding systems and infrastructures, irrespective of these being owned by third parties.

3.18. **(Red team services only)** Customer declares to have obtained permission of third parties who can possibly experience consequences of the Services and to have informed those parties appropriately.

3.19. **(Red team services only)** Customer hereby grants O24 herewith the limits of the Service and Product Description the right to deactivate or circumvent any security measure available in or surrounding the Customer and the right to append, open, copy and remove data available on the Customer, only in those cases where this is required for correct execution of the Services.

#### 4. Fees and Payment

4.1. The Subscription Fee will be invoiced prior to the beginning of the Term. Payment terms are net thirty (30) days. Sales tax and any other applicable tax will be added to the invoice. If the Customer requires any documentation eg. apostilles, tax residence certificates etc. all costs related to obtaining such documentation will be in addition to the Subscription Fee and will be invoiced Customer on the same terms and specified in this section 4 (Fees and Payment). If Customer is required to deduct or withhold any tax, Customer must pay the amount deducted or withheld as required by law and pay O24 an additional amount so that O24 receives payment in full as if there were no deduction or withholding from Customer.



4.2. In the event of failure by Customer to pay an invoice when due, O24 has the right to immediately terminate the Agreement by a written notice or notice by email. In case of such termination, O24 will refund to Customer any Subscription Fee already paid for the time period after the termination becomes effective. Customer shall not be entitled to any further refund of the Subscription Fee. Interest on outstanding payments will be charged at a rate of one and one-half percent (1.5%) per month from the date on which the payment was due until full payment has been received, or the highest rate permitted by applicable law.

4.3. O24 shall have the right to change the Fees in connection with each renewal term. Such change must be communicated by O24 to Customer in writing or by email no later than sixty (60) days prior to the expiration of the then-current term. In the event the Agreement is not terminated by Customer in accordance with Section 11.2, the amended Fees shall apply during the renewal term. O24 can without notice to the Customer, increase the Fee with the Swedish consumer price index upon auto renewal of the Agreement in accordance with clause 11.2.

4.4. Unless otherwise agreed in writing, Service Fees are based on the time spent providing the Services at the applicable Service Fee rates.

4.5. Expenses incurred in connection with providing the Services, including report production, travel, meals and hotels, and on goods and services purchased on the Customer's behalf, are charged at cost. For travel, O24's standard policies allow for first class rail and economy class air travel within the country that the applicable person is based and business class or equivalent for international travel.

4.6. Service Fees are based on a standard day of 7.5 hours and a five-day week, excluding holidays. Where overtime is required, such hours will be charged at an enhanced rate.

4.7. After any Professional Services project has been scheduled and agreed by the Customer and O24, if the Customer needs to postpone or reschedule the applicable project, this must be done at least seven (7) days in advance and no penalty will then be charged. In the event the Customer postpones or reschedules the applicable project within seven (7) days of the starting date, 100% of the week's project cost will be charged to a maximum five (5) billing days. In the event of full cancellation of the applicable project after receipt of signed agreement no refund shall be provided. Customer must provide O24 with the minimum required data for Professional Service delivery for the applicable project, minimum five (5) days before the agreed upon project start date, or the applicable project will be cancelled by O24, and no refunds will be made.

4.8. O24 will not compensate the customer for any delays due to issues on the Customer's side when performing Services and the Customer will in this case be invoiced

for the entire length of the project even if testing cannot be performed parts of the time.

4.9. O24 will invoice the Fees with reasonable itemization and invoice via the agreed upon reseller.

4.10. The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, offset or counterclaim against O24 in order to justify withholding payment of any such amount in whole or in part. O24 may, without limiting its other rights or remedies, offset any amount owed by the Customer against any amount payable by O24 to the Customer.

## 5. Intellectual Property

5.1. If any infringement of the Intellectual Property Rights of any O24 Group member or any O24 Provider comes to the attention of Customer, Customer shall promptly notify O24 in writing to [legal@outpost24.com](mailto:legal@outpost24.com). As between O24 and Customer, O24 shall in its sole discretion decide upon the actions to be taken in connection with such possible infringements.

5.2. Customer shall promptly notify O24 in writing to [legal@outpost24.com](mailto:legal@outpost24.com) in the event Customer becomes aware that the Product or Services are claimed to infringe any third party Intellectual Property Rights. As between O24 and Customer, O24 shall in its sole discretion decide upon the actions to be taken in connection with such possible claims for infringement.

5.3. O24 shall indemnify Customer against all third party claims, liabilities, and costs (including reasonable attorneys' fees), which are made by a third party in the territory alleging that Customer's authorized use of the Products and/or Services in accordance with this Agreement infringes such third parties' United States Intellectual Property Rights; provided, however, that (i) O24 shall have full control of the defense and any settlement of such claim, and (ii) the Customer shall cooperate fully in the defense of such claim. The foregoing indemnity shall not apply to the extent the infringement claim, liability or cost arises from any access or use of the Product or Service in violation of this Agreement. O24 is not obligated to indemnify Customer or any third party for any indirect or consequential damages, such as, inter alia, loss of revenue, loss of profits, loss of anticipated savings, wasted expenditures, damage to reputation, loss of data and business information.

5.4. In the event a Product or Service is likely to become or is the subject of a claim for infringement of an Intellectual Property Right of a third party, O24 shall at its expense and discretion do one of the following: (a) replace the Product or Service (or parts thereof) with compatible, functionally-equivalent non-infringing technology; (b) modify the Product or Service (or parts thereof) to make such Product or Service non-infringing without materially impairing the Customer's ability to use the Product or Service in accordance with this



Agreement; or (c) procure, at no increased cost to Customer, the right to continue to use the Product or Service. If the foregoing alternatives are not reasonably available to O24, O24 may, at its discretion, terminate this Agreement and refund to Customer any Fees paid by Customer to O24 for the use of the Product for a time period after the termination becomes effective.

5.5. The remedies set forth in this Section 5 shall be Customer's sole and exclusive remedy and O24's sole obligation for infringement of any third party's Intellectual Property Rights.

5.6. Except as otherwise set out in the Service and Product Description, the Customer acknowledges that all Intellectual Property Rights related to the Services, Sensors and Products as well as any modifications thereto belong to O24 (and/or the other members of the O24 Group and/or the O24 Providers), and the Customer shall have no rights in or to the Services, Sensors and Products other than the right to use them in accordance with the terms of this Agreement.

## 6. Confidentiality

### 6.1. Scope.

(a) "Confidential Information" means all information of the O24 Group and/or the O24 Providers, on the one hand, or Customer or its Subsidiaries, on the other hand (as applicable, the "Disclosing Party") disclosed during the Term to the other party (the "Receiving Party") whether orally, in writing or by inspection of tangible objects, software or documentation, and that is:

- (i) marked "confidential" (or comparable legend);
- (ii) identified as confidential when disclosed orally and summarized in writing within thirty (30) days after oral disclosure;
- (iii) readily and reasonably identifiable as confidential based on its nature and/or the circumstances of its disclosure; or
- (iv) demonstrated and observed by the Receiving Party as being confidential, for example during a visit to the Disclosing Party's (as defined below) facility.

(b) Notwithstanding Section 6.1(a), the Information is O24's Confidential Information.

### 6.2. Exceptions.

(a) The obligations under this Article 6 do not apply to any Confidential Information following such information becoming:

(i) known to the Receiving Party (with no obligation of confidentiality with respect to such information) prior to receipt from the Disclosing Party and can be so shown through appropriate evidence; or

(ii) publicly known or which becomes publicly known through no act or failure to act of Receiving Party; or

(iii) independently developed by the Receiving Party and such independent development can be shown by appropriate evidence; or

(iv) rightfully received from a third party in good faith which has no obligation of confidentiality with respect to such information; or

(v) intentionally provided by the Disclosing Party to a third party without restriction.

(b) The exceptions of Section 6.2(a) shall not be applicable for information merely because it is included in more general non-Confidential Information, nor for any combination of information merely because individual elements are qualified as non-confidential.

### 6.3. Secrecy Obligation.

(a) The Receiving Party shall hold in confidence and shall not disclose any of the Disclosing

Party's Confidential Information to any third party or release any of the Disclosing Party's Confidential Information into the public domain.

(b) The Receiving Party shall obligate all of its employees, officers, consultants, subcontractors and agents to whom such Confidential Information is communicated to at least the same degree of confidentiality as is set forth in this Agreement. Notwithstanding the foregoing, the Receiving Party warrants that disclosure of the Disclosing Party's Confidential Information shall be limited to those employees, officers, consultants, subcontractors or agents who have an actual need to know for the purpose set forth in this Agreement.

(c) The Receiving Party shall protect the Disclosing Party's Confidential Information from disclosure with the same standard of care that it applies for the protection of its own Confidential Information, but with no less than a reasonable standard of care.

(d) The Receiving Party may only use the Disclosing Party's Confidential Information for the purpose of this Agreement.

(e) Notwithstanding the foregoing, either Receiving Party may disclose the Confidential Information of the Disclosing Party pursuant to a court order or an order of any public authority, provided that the Receiving Party must (i) give immediate notice thereof to the Disclosing Party, and (ii) reasonably assist the Disclosing Party, at the Disclosing Party's expense, in avoiding the disclosure of Confidential Information as may be permissible under Applicable Law.

### 6.4. Return of Confidential Information.

(a) All Confidential Information provided by the Disclosing Party to the Receiving Party pursuant to this



Agreement shall be and remain the property of the Disclosing Party, and Confidential Information in written or electronic form, and any copies thereof, shall be promptly returned to

Disclosing Party upon written request. At the sole option of the Disclosing Party, the Receiving Party shall destroy all Confidential Information in written or electronic form and provide written confirmation thereof to the Disclosing Party.

(b) Section 6.4(a) does not apply to (i) back-up copies of electronic data exchange made in the ordinary course of business or (ii) to Confidential Information and/or copies thereof that the Receiving Party or its consultants are obligated to keep under applicable law, provided that any such Confidential Information and/or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms of this Agreement.

6.5. Duration. The obligations under this Article 6 shall apply during the Term of this Agreement as well as a period of three (3) years thereafter.

## 7. Customer Requirements

7.1. The Customer shall follow all instructions given by O24 regarding the use of the Products and Services.

7.2. The Customer shall grant O24 access to documents, data, servers, equipment, web applications, mobile applications and premises ("Customer Equipment") and allow O24 to monitor/scan such Customer Equipment from external and/or internal locations to the extent necessary for provision of the Products and Services and to process and generate back-ups of information/logs generated by the Customer's use of the Products and Services. Moreover, the Customer shall provide O24 with correct information and documentation, and shall inform O24 of decisions in respect of the

Customer's business to the extent necessary to enable O24 to perform its obligations in accordance with this Agreement. If permission for O24 to perform Services on Customer Equipment or for O24 to get access to Customer Equipment requires permission from a third party, it is the responsibility of the Customer to obtain such a permission in writing before O24 can start performing any Services.

7.3. Some Products and Services may involve activities that could be considered acts or preparation to, inter alia, damage of property and trespassing, such as penetration testing or port scanning. The

Customer therefore gives its consent to O24 and its subcontractors to conduct such activities towards equipment used by the Customer, however, only to the extent necessary to provide such Product and Services. Should the affected equipment be owned, controlled or hosted by a third party, the Customer shall obtain consent from the affected third party to conduct such Services. Further, it is the responsibility of the Customer to have a backup in place before Services are performed and the

Customer must be aware that systems can be effected when performing Services, hence O24 recommends not to perform Services on productivity environments.

7.4. Virus descriptions, vulnerability definitions and vulnerability reports, as the case may be, are made accessible to the Customer, to the extent agreed between the parties in writing, via a secure login mechanism on O24's website via the platform "Outscan". Customer is responsible for ensuring that it does not divulge its user-id or password to any unauthorized third party, and for choosing sufficiently secure user-id and password combinations. O24 holds no responsibility for technical impact beyond its control, including those caused by third party software not under the control of O24.

7.5. During the Term and for six months thereafter, the Customer will not offer to hire as an employee or consultant, either directly or indirectly, anyone who has provided any of the Services or any other personnel of the O24 Group. In the event that Customer breaches this Section 7.5, Customer shall pay O24 as liquidated damages an amount equal to 1/3 of such person's annual compensation.

## 8. Limitation of Liability

8.1. The total cumulative liability of O24 under this Agreement shall be limited to the amount of the Fees paid by the Customer to O24 under this Agreement during the twelve months prior to the applicable claim for damages. The foregoing maximum liability amount represents a total aggregate liability cap and not an occurrence based liability cap.

8.2. O24 shall not be liable for (i) any indirect, incidental, special or consequential damages arising out of or relating to this Agreement, including any loss of revenue, loss of profits, loss of anticipated savings, wasted expenditures, damage to reputation, loss of data and business information, even if such party has been advised of the possibility of such damages, (ii) any claims of third parties, with the exception of indemnification under Section 5.3 for claims arising from the violation of Intellectual Property Rights of third parties, or (iii) cancellation and/or re-booking of training services, where the Participant leaves the Customer as an employee and the Participant holds the status of being Outpost24 Certified,.

8.3. O24 shall not, under any circumstances, be liable for damages, which at the time of this Agreement could not have been reasonably foreseen or taken into account by O24.

8.4. The Customer will ensure that any third party host has been informed of the testing and the performance or stability issues, the testing may incur. The Customer will indemnify Outpost24 for any claim, made by any third party hosting site.

8.5. The Customer is responsible for backing up its data. Accordingly, O24 shall not be liable for any Customer



data loss. The Customer shall indemnify and hold O24 harmless for any physical damages to any persons or property caused by any Participant.

8.6. All dates supplied by O24 for the delivery of the Services or Products/Sensors shall be treated as approximate only. O24 shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

8.7. All references to "O24" in this Section 8 shall be treated as including all O24 Group members and the O24 Providers, and all or their agents, officers, directors, employees, subcontractors and suppliers, all of whom shall have the benefit, mutatis mutandis, of the exclusions and limitations of liability set out in this Section 8.

8.8. O24 shall not be liable to any third party for reports, advice or services, regardless of whether any disclosure or provision to such third party is permitted.

8.9. The Customer will not bring any action against any of the O24 Providers or against the O24 Group members, except O24, in conjunction with this Agreement.

8.10. The Customer agrees that it has fully considered the provisions of this section and all the other provisions of this Agreement and agrees that they are reasonable in the light of all the factors relating to this Agreement.

## **9. Warranty and Disclaimer**

9.1. Except as expressly set forth in this Section 9, O24 disclaims all warranties with regard to the Product and Services, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or that all vulnerabilities will be found.

9.2. O24 warrants that the Products and Services to be provided shall substantially comply with the Service and Product Description.

9.3. O24 warrants that, the Sensors shall substantially conform to the applicable O24 documentation, for twelve (12) months following the License Start Date as set out in this Agreement. In the event of a material breach of the foregoing limited warranty, O24, at its sole option and expense, shall repair, replace and/or modify any defective Sensors as Customers sole remedy. O24 shall have no warranty obligations if the Sensors have been modified by Customer or a third-party without the written consent of O24 or have not been used in accordance with the O24 documentation. Further, if the Sensor hardware is lost, stolen, damaged or altered, as described above, or is altered or damaged as a result of user error or negligence as determined by O24, Customer will be responsible for the cost of repair or replacement as determined by O24.

9.4. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SENSORS ARE PROVIDED "AS IS". CUSTOMER ACKNOWLEDGES THAT NO REFUNDS SHALL BE DUE OR OWED CUSTOMER WITH RESPECT TO

ANY SENSORS CONTEMPLATED BY THIS LIMITED WARRANTY SECTION. O24 DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SENSORS.

9.5. Customer shall determine the proper use of the Product, the Services, and the Information and accepts all responsibility for its use thereof. Without limiting the generality of the foregoing, the Customer accepts all risks and responsibility for the suitability, usefulness and fitness for a particular purpose of the Information and for the use of the Product, the Services, the Sensor and the Information, including (a) whether they achieve the intended result, and (b) for the suitability of, use of, results obtained from and fitness for a particular purpose of the Product, the Services, and the Information. O24's responsibility and liability shall at all times be subject to the limitations set forth in this Agreement.

9.6. O24 does not warrant that the telephone lines, the Internet and/or other networks will offer optimal access as it depends on third party telecommunication providers for the use and/or provision of the connection.

9.7. Each party represents and warrants that it is a duly and validly organized and existing entity in good standing under the applicable law of the jurisdiction of its organization.

## **10. Force Majeure**

10.1. Neither party shall be responsible for delays or failures to perform by reason of circumstances outside its responsible control, including, without limitation, changes in laws and regulations or in the interpretation thereof, acts of authorities, war, labor disputes, blockades, major accidents and currency restrictions. Both parties shall be entitled to immediately terminate this Agreement in writing should, due to an event of force majeure, the performance of a certain obligation be delayed for more than three (3) months.

## **11. Term and Termination**

11.1. Proposals presented by O24 to the Customer are valid for 30 days from the date of issue, unless otherwise indicated.

11.2. This Agreement becomes effective upon signature by both parties and, unless terminated in accordance with this Section 11, shall continue in effect until the Expiration Date (the initial term). This Agreement will, in both instances, continue in effect for successive renewal terms having the same duration as the initial term unless either party gives the other party written notice of termination at least thirty (30) days in advance of end of the then-current Term.

11.3. Without prejudice to any other remedy either party may have against the other party for breach or non-performance of this Agreement, each party shall have the right to immediately terminate this Agreement for cause by giving the other party written notice thereof (i) if the other party materially breaches any of the provisions of



this Agreement and fails to cure such breach within thirty (30) days after receipt of notice in writing from the complaining party, or (ii) if the other party becomes bankrupt or insolvent or subject to any bankruptcy, insolvency or receivership proceeding.

11.4. In the event the Customer terminates the Agreement, O24 will refund to Customer any Subscription Fee already paid for the time period after the termination becomes effective. Customer shall not be entitled to any further refund of the Subscription Fee.

11.5. Upon termination of the Agreement, Customer shall immediately stop using the Products and Services. If Customer continues to use any Product or Service after termination of the Agreement, Customer shall pay to O24 liquidated damages of the greater of (i) the amount of the monthly Subscription Fee for each week the Product or Service is used after termination of the Agreement, or (ii) \$1,000 per week.

11.6. All equipment, including Sensors, supplied by O24 for use pursuant to this Agreement shall be owned by O24. Upon termination of this Agreement, unless O24 elects to disable or abandon all or any of the equipment owned by it, the Customer, at the Customer's cost, agrees to return, within thirty (30) days of the termination of this Agreement, all equipment to O24. The current return address is available on [outpost24.com/legal](http://outpost24.com/legal). Failure to return such equipment will result in a charge to the Customer for the commercial price of such equipment.

11.7. If the Service and Product Description includes any PCI related services, the Customer shall have the right to terminate this Agreement immediately upon notice if O24 ceases to be a PCI Approved Scanning Vendor.

## 12. Miscellaneous

12.1. Customer shall not have the right to assign any right or obligation under this Agreement without prior written consent of O24. O24 shall have the right to assign rights and obligations under this Agreement to third parties without prior consent of Customer.

12.2. Amendments, modifications and alterations to this Agreement shall be made in writing signed by both parties.

12.3. All notices pursuant to this Agreement shall be sent to the addresses and contact persons set forth in this Agreement, or to such address and/or contact person that O24 or Customer, as the case may be, shall specify in writing to the other party. All communication between O24 and Customer shall be in English, unless otherwise agreed. In addition, copies of all notices to O24 shall be sent to [legal@outpost24.com](mailto:legal@outpost24.com) unless it is a termination of the Agreement, which shall be sent to [termination@outpost24.com](mailto:termination@outpost24.com).

12.4. If any party should at any time waive its rights due to a breach or default by the other party of any of the provisions of this Agreement, such waiver shall not be construed as a waiver regarding other breaches or

defaults of the same or other provisions of this Agreement.

12.5. This Agreement sets forth the entire agreement between the parties hereto and supersedes any other agreement or understanding, whether written or oral, which may have existed between O24 and Customer with respect to the subject matter hereof.

12.6. The O24 Group and the O24 Providers are intended third party beneficiaries of this Agreement.

12.7. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof. The parties agree that they will negotiate in good faith or will permit a court or arbitrator to replace any provision hereof so held invalid, illegal or unenforceable with a valid provision which is as similar as possible in substance to the invalid, illegal or unenforceable provision.

12.8. The following shall survive and termination or expiration of this Agreement: (i) payment obligations for amounts incurred during the Term; and (ii) Sections 2.2, 2.3, 4.2, 4.9, 5, 6 (for the duration specified therein), 7.5 (for the duration specified therein), and 8 – 13.

12.9. O24 automatically collects usage and performance data from the Product. This data will be used to provide and improve O24's products and services and enhance the user experience of the Products. Additional data gathering for statistical purposes not identifiable to individual systems or customers may be used after customer acceptance for participation in such a program.

12.10. O24 may use Customer's name and/or logo as a reference customer in regards to customer lists, which can be provided to potential customers. O24's use of the Customers name and/or logo, will adhere to the trademark guidelines of the Customer if any such have been agreed to in writing.

This permission of use, is in no way a transfer of intellectual property rights including, but not limited to; trademarks and goodwill, tied to the Customers name and logo. The permission co-terms with this Agreement and will subsequently end, upon termination of this Agreement.

12.11. The Services, Products or Sensors are accompanied by third-party software that is licensed under its own terms. A list of this third-party software shall be as set forth in O24's current Services and Product description. Customer agrees to comply with the terms of these third-party licenses. Such third-party software may include certain "open source" software, including, but not limited to, the Open Database License ("ODbL"). This Agreement does not apply to any open source software released under the GNU public license; the OPENSOURCE Toolkit Dual license; the Apache license; and the BSD-3-clause license, including but not limited to the following software applications: AUTOSSH;





DARKSTAT; DSNIFF; WEPBUSTER; or WPA\_SUPPLICANT.

12.12. If Customer is a branch or agency of the United States Government, the following provision applies. The Products and Services and documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Manufacturer: Outpost24 AB, Skeppsbrokajen 8, Karlskrona 371 33, Sweden.

12.13. O24 and Customer agree to comply with all applicable data protection legislations and regulations. The EU Data Protection Directive 95/46/EC (the "Directive"), and the EU General Data Protection Regulation 2016/679 ("GDPR") which replaces the Directive as from May 25, 2018, require a written agreement between a controller and a processor in order to allow the processing of Personal Data by the processor on behalf of the controller. Therefore, if Customer purchases a license for Outscan, SWAT or Cloud Sec products (Elastic Detector, Elastic Workload Protector), and is covered by the GDPR, Customer must also sign the Outpost24 data processor agreement, which is available at [www.outpost24.com/legal](http://www.outpost24.com/legal).

**13. Applicable Law and Arbitration**

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof.

13.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, shall be finally settled by one single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as such rules may be modified by this Agreement. The place of the arbitration shall be Chicago, Illinois. The language to be used in the proceedings shall be English.

13.3. Notwithstanding Section 9.2 above, O24 shall, in its sole discretion, be entitled to bring any action against Customer at any competent court in any matter relating to the protection of Intellectual Property Rights or relating to the collection of any payment from Customer.

**End Customer**

Customer full legal name

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Date

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Name

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Title

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Signature

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**Outpost24, Inc.**

Date

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Name

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Title

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Signature

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