PICUS

PICUS SECURITY
END-USER LICENSE AGREEMENT (EULA)

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END-USER LICENSE AGREEMENT

BY REGISTERING TO, ACCESSING OR USING, AND BY DOWNLOADING, INSTALLING, COPYING, ORDERING, OPERATING, OR OTHERWISE USING THE RELEVANT SOFTWARE COMPONENTS OF THE PICUS COMPLETE SECURITY CONTROL VALIDATION PLATFORM SERVICE ("SERVICE"), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS OF THIS AGREEMENT. YOUR ACCEPTANCE OF THE TERMS MEANS SET FORTH IN THIS END USER LICENSE AGREEMENT ("EULA") AND ANY ADDENDUM.

ATTACHED HERETO FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PICUS SECURITY. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS AND TO THE EXTENT YOU DO NOT HAVE SUCH AUTHORITY YOU AGREE TO BE BOUND TO THESE TERMS AND TO ACCEPT LIABILITY FOR HARM CAUSED BY ANY WRONGFUL USE OF THE WEBSITE RESULTING FROM SUCH ACCESS OR USE. IN SUCH A SCENARIO, THE WORDS "YOU" AND "YOUR," WHEN USED IN THESE TERMS, WILL APPLY TO THE PERSON ON WHOSE BEHALF YOU ARE ACTING AS WELL AS YOU AS AN INDIVIDUAL AS APPROPRIATE.

IF YOU DO NOT AGREE TO THESE TERMS: DO NOT REGISTER TO, ACCESS, OR USE, AND DO NOT DOWNLOAD, INSTALL, COPY, ORDER, OPERATE, OR OTHERWISE USE THE RELEVANT SOFTWARE OR SERVICE COMPONENTS AND ANY CONTENT OF THE "SERVICE" AND PROMPTLY UNINSTALL THE SOFTWARE OR SERVICE FROM YOUR SYSTEM.

IF YOU DO NOT CLICK "ACCEPT" YOU DECLARE THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, AND THIS SERVICE WILL NOT BE INITIATED ON YOUR COMPUTER, NETWORK, OR OTHER RELEVANT SYSTEMS.

1.   Definitions

"You" means the individual (including the third person in case you accept this agreement on behalf of that person), company, Affiliates, or other legal entity that has registered to use the Service (including by downloading any updates or patches for the Complete Security Control Validation Platform System) and downloaded, installed, accessed, operated or otherwise used the software or service in any way.

"Service" means and covers all of The Complete Security Control Validation Platform currently shown on the official Picus Security or Picus Platform websites regardless of the available features or the service and relevant software, any future releases of the service, software, or any expansions, etc., are used.

"Security Control Validation", "Security Assessment," or "Security Test" means the mechanism by which "The Complete Security Control Validation Platform" and the relevant features of the Service are applied to determine the defensive capabilities of the "Control Systems" against the cyber threats.

"Control Systems" means cybersecurity prevention technologies such as endpoint protection software systems (such as endpoint antivirus, host-based intrusion prevention systems, endpoint detection and response, and other solutions that may be considered as endpoint protection software), secure email gateway, data-leakage or loss systems, network intrusion prevention systems, next-generation firewall systems, secure web gateway systems, and other similar prevention technologies.

"Assessment Type" defines different security assessment categories or types such as vertical attacks, regional attacks, targeted attacks, and others offered by and with full discretion of Picus Security.

"Term" defines the duration of the subscription granted for the Use of the Service.

"Picus Agent" means the software component provided for the supported Operating Systems that is used to test the security level of the Control Systems when an assessment is executed.

"Permitted Capacity" means the number of "Security Testing" delivered, term, Picus Agents, threat samples, or other license metrics set forth in the delivery of the service.

"Use of Service" means a non-exclusive, personal, non-transferable, time-limited right to use the Picus Platform Products or Services in accordance with this Agreement.

"Picus Security" means Picus Security Inc. (251 Little Falls Dr., Wilmington, DE 19808 USA) and its affiliates Picus Bilisim Guvenlik Tic. A.S. (Hacettepe Teknokent, Üniversiteler Mah. 1596. Cad. 1. Ar-Ge 97/12 Beytepe, Çankaya/ Ankara, Türkiye) and Picus Security US, LLC (3001 North Rocky Point Drive East Suite 200 Tampa, FL 33607 USA).

2.   Use of Service

Upon your acceptance and subject to the terms outlined in this Agreement, Picus Security hereby authorizes you to use the Service to test the defensive capabilities of the Control Systems that this Service is designed to put under Security Validation. Service may not cover all the Control Systems listed in the definitions section and Picus Security can add or remove different Control Systems categories provided in Service.

By accepting these terms, You authorize Picus Security to perform Security Validation on Control Systems specified by You. Picus Security, through the Service, will provide You with the results of the Security Tests automatically. This Service aims to reveal which threats executed by the Service are blocked and not blocked by the Control Systems used in a different network or digital environments. In this respect, results may differ for the same security control technology in different environments. Picus Security cannot be held responsible if the Service fails to discover certain security or configuration shortcomings on the target Control Systems and shall not become subject to any claim and request (including but not limited to compensation, damage, loss, or reimbursement).

You understand that Your right to use the Products or Services is limited by the Permitted Capacity purchased by paying the defined fee or granted free of charge by Picus Security. You and Your Affiliate's combined use may in no event exceed the Permitted Capacity authorized under the applicable Order. The Permitted Capacity may be defined during the registration to Service. You acknowledge that the fees paid for the service are non-refundable to the extent permitted by applicable laws. You acknowledge that Picus Security may decide to cease providing Service without any further notice. In the case of a paid Service, if Picus

Security decides to cease providing Service, and the fee paid for the remainder of the Service is reimbursed to You.

3.   Service Level Commitments

Picus Security endeavors to provide the best customer experience during the registration and execution stages of Service. As part of its commitment to meeting its customers' needs, Picus Security has established the following Service Level Agreements (SLA) to outline the availability and support standards it maintains.

3.1   Availability SLA

Picus Security is dedicated to providing its users with a reliable, uninterrupted service experience. With the exception of any planned outage of maintenance, Picus Security does its best to maintain a minimum uptime of 99.5% for users logging in and utilizing the dashboard metrics.

3.2   Support SLA

During the Term, Picus Security offers comprehensive technical support for all incidents within the supported versions of the Service. To ensure efficient handling of incidents, Picus Security has established Service Level Agreements (SLAs) that outline response time commitments based on the severity levels of reported problems. The severity level for each incident submitted by a customer or partner will be determined by Picus Technical Assistance Center (TAC) engineers, considering the requested level and information provided by the customer or partner.

Picus Security's Technical Assistance Center (TAC) is dedicated to promptly responding to and diligently resolving incidents in accordance with the initial response times as follows:

Severity Level	Definition	Initial Response Time
High	An incident that is causing a significant loss of service and no workaround is available	6 Business Hour
Medium	An incident that has a partial impact on mission-critical functionality	8 Business Hour
Low	An incident that has no impact on Customer business functionality	16 Business Hour

Table: Severity Levels and Target Initial Response Times

The Initial Response Time is the duration before a qualified TAC representative contacts the customer or partner.

Please note that Picus Security's SLAs are subject to periodic review and may be updated to reflect the evolving needs of the customers and technological advancements. Your continued use of the Service indicates your acceptance of the SLAs in effect at that time.

3.3   Service Commitment Exclusions

You agree to take the necessary precautions to ensure that Use of Service does not harm the computer system on which a Picus Agent is installed and will run. Picus Security is not committed to providing services for interpreting the results of the Security Validation applied to the chosen Control System or Control Systems.

Picus Security shall not be liable for any damage, outage, interruption of service, or similar outcomes, including associated costs, arising due to any of the following:
   a. Force majeure events, acts of nature, or actions of government activities
   b. Factors outside of PICUS Security's reasonable control, including any third parties acting on PICUS Security's behalf or any third-party equipment, software, or other technology not within PICUS Security's control
   c. Downtime during planned outage and/or maintenance, or work undertaken as part of a request for a change
   d. Actions or inactions of the affected Customer, or any third party
   e. Failure or fault of Customer systems, equipment, software, or other technology

f. Issues that result in account suspension or termination due to breach of the Customer Agreement, including violation of Terms of Use, payment obligations, or usage policies

4.   Security of The End User Account Formation

Upon completing the registration to the Service, You will receive a password and account designation information by email. You are responsible for maintaining the confidentiality of the account information and the password. You agree to immediately notify Picus Security if the account has been accessed or used by an unauthorized individual or individuals. Picus Security cannot and will not be held responsible for any loss or damage arising from unauthorized access, use, or failure to notify Picus Security. If Picus Security detects such unauthorized use or any use that is not in accordance with the contract, You shall be notified immediately to stop the unauthorized use and given 3 (three) days for any such breach of the contractual obligations. In case the infringing use continues, Picus Security has a right of termination with immediate effect without any prior notice. Picus Security's right to demand compensation is reserved.

5.   Control Systems Indemnity

(a) You declare and warrant that You have the full right, power, and authority to consent to have the Service validate the Control Systems as set as target systems by You. You will indemnify and hold harmless Picus Security, its customers, Authorized Resellers, partners and sponsors, and their officers, directors, employees, and agents from and against any third-party claims, suits, liabilities, losses, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees) incurred by or levied against the same resulting from or based on Your use of or inability to use the Service, including any claim resulting from Your breach of this Section.

(b) You also agree that the Security Testing of Control Systems may expose vulnerabilities, security gaps, and configuration errors.

6.   Restrictions

Subject to Your strict compliance with the terms of this EULA, Picus Security authorizes you with a non-exclusive, personal, non-transferable, revocable, and limited License Usage Right in accordance with this Agreement to access and use the service solely for Your personal use. To access and use the service, You must

have legally obtained the license from Picus Security and its official website. You are responsible for paying all fees, taxes, and other costs.

You agree not to decompile, disassemble, modify, sell, copy, or reverse-engineer the Picus Security owned software, platforms, modules, agents, and source code developed to run or enable the Service. In the same way, You agree not to decompile, disassemble, modify, sell, copy, or reverse-engineer the third-party software or source code that may be used to enable the Service. In addition, users are prohibited from downloading or exporting threat libraries or service resources in bulk. Any attempt to download or export these resources beyond the provided API or other services' intended use or specified thresholds is forbidden. All services and resources provided are to be used solely for their intended purpose as outlined in this agreement.

You agree to use the Service as outlined exactly in the published or shared documentation and website provided by Picus Security.

You are not allowed to publish the results provided by the Service. Under no circumstances results, in any form or shape, fully or partially, can be used to publicly compare or benchmark different technologies and Technology Providers.

You are not entitled to use the intellectual properties of Picus Security, including but not limited to logos, names, trademarks, affiliates, etc., without prior written consent.

For the execution of some of the Services, You may be required to deploy software components provided by Picus Security. Upon the termination of the Service, You are required to cease using these software components and remove them from the systems they were installed on immediately.

Your license to the Service (or any Picus Security intellectual property associated therewith) does not include any license, right, power, or authority to (including but not limited to);

- Copying the software, platform, or Service,
- Selling, renting, leasing, licensing, sublicensing, distributing, or otherwise transferring or making the software available to any other person, in whole or in part;
- Using the service and software or any part thereof in any commercial context - Reverse engineering, deriving source code, attack database,

modifying, decompiling, disassembling, or creating derivative works of the software, platform and attach techniques, or any portion thereof, in whole or in part;

- Removing, disabling, or circumventing any proprietary notices or labels contained on or in the Software or any Online Service thereof; or

- Exporting or re-exporting or transmitting or extracting the Software or Service, or related documentation, attack techniques, and repositories and its database, and technical data or any copy or adaptation thereof,

Picus Security shall terminate the agreement immediately without any prior notice. Picus Security's right to demand compensation is reserved in case of any breach.

Picus Security reserves all rights not expressly granted to You.

7.   Intellectual Property Rights

The Service and all related intellectual property rights are the exclusive property of Picus Security or its licensors. All rights, titles, and interests in and to the Service, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks, and all intellectual property rights in the Service remain exclusively with Picus Security or its licensors. The Service and its Features are valuable, proprietary, and unique, and You agree to be bound by and observe the proprietary nature of the Service and its features. The Service contains material (including but not limited to any images, photographs, animations, codes, video, audio, music, text, and "applets" incorporated into the Service) that is protected by patent, copyright, license, and trade secret law. The Service and its Features may include software products licensed from third parties or open sources by international treaty provisions. In such cases, third parties have no obligations or liability to You under this Agreement but are third-party beneficiaries of this Agreement. All rights not granted to You in this Agreement are reserved for Picus Security. If You have subscribed to the Service, no ownership of the Service passes to You (The software/products/services/platform are being licensed, not sold. Picus Security retains all ownership rights in and to all software/products/services/platforms, including any intellectual property rights therein.). Picus Security may make changes to the Service at any time without notice. Picus Security grants no express or implied right under Picus Security patents, copyrights, trademarks, licenses, or other intellectual property rights except as otherwise expressly provided. You may not remove any proprietary

notice of Picus Security or any third party from the Products or any copy of the Products without Picus Security's prior written consent.

8. Intellectual Property Indemnity

Picus Security shall have the right, but not the obligation, to defend or settle, at its option, any action at law against You arising from a claim that Your authorized use of the Service under this Agreement infringes any patent, copyright, or other ownership rights of a third party. You agree to provide Picus Security with written notice of any such claim within 10 (ten) days of Your notice thereof and provide reasonable assistance in its defense. Picus Security has sole discretion and control over such defense and all negotiations for a settlement or compromise unless it declines to defend or settle, in which case, You are free to pursue any alternative You may have. In that case, you shall still have an obligation to act in good faith and loyally pursue and protect the interests of Picus Security and inform Picus Security in writing in a reasonable amount of time in the event of any situation that may affect Picus Security, this agreement, or any related process or procedures. You shall not assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of Picus Security for any purpose whatsoever.

9. Confidentiality and Limitation on Use

(a) Confidential Information

Each Party hereto acknowledges that because of its relationship with the other Party hereunder, it may have access to confidential information and materials concerning the other Party's business, technology, and/or products that are confidential and of substantial value to the other Party, which value could be impaired if such information were disclosed to third parties ("Confidential Information"). Written or other tangible Confidential Information must, at the time of disclosure, be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 (fifteen) days after disclosure. Each Party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this Agreement, and will protect Confidential Information at least to the same extent as it protects its own

Confidential Information and to the same extent that a reasonable person would protect such Confidential Information.

Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement.

The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without the benefit of the disclosing Party's Confidential Information, (iv) has been rightfully received from a third party, not under an obligation of confidentiality or (v) is required to be disclosed by law, provided the Party compelled to disclose the Confidential Information provides the Party owning the Confidential Information with prior written notice of disclosure adequate for the owning Party to take reasonable action to prevent such disclosure, where reasonably possible. Unless otherwise agreed to by both Parties, upon the termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information.

(b) Use of Customer Data

You agree that Picus Security collects, stores, processes, and tracks personal data entered by You during the registration stage of the Service. Picus Security can also be exposed to certain Customer Data , including but not limited to IP addresses, domain names, threat block or fail status, and others during the execution of the Services. Picus Security will take all the physical, technical, and operational precautionary measures to safeguard your data. By approving this contract, you give Picus Security your express consent to share your personal data and customer data with third parties that it has a relationship to enable the delivery of the service and to provide the platform needs of Picus Security and the promised service in a quality, secure and accurate manner. You can visit https://www.picussecurity.com/privacy for detailed information about our privacy policy.

(c) Use of Accumulated Data

You acknowledge that Picus Security can use the accumulated data of all Service users for statistical purposes and improve its products and services, provided that such data is fully anonymized and cannot be associated with You.

10.   Limitation of Remedies and Damages

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PICUS SECURITY, ITS AFFILIATES, ITS LICENSORS, OR AUTHORIZED PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, GOODWILL, OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF PICUS SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICUS SECURITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: (A) THE TOTAL AMOUNT RECEIVED BY PICUS SECURITY FOR THE APPLICABLE PRODUCTS OVER THE ONE-YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY, OR (B) TEN THOUSAND USD.

11.   Warranty Disclaimer

THE SERVICE, ITS SOFTWARE COMPONENTS, ITS REPORTS, AND ALL OTHER DELIVERABLES ARE PROVIDED "AS IS," AND PICUS SECURITY MAKES NO WARRANTY OR GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND AS TO ITS USE OR PERFORMANCE AND DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS OR IDENTIFY ALL POSSIBLE CYBER ATTACKS A SECURITY DEVICE MAY OR MAY NOT PROTECT AGAINST.

12.   Export Controls

You acknowledge that the Service and relevant software components are subject to the United States, the United Kingdom, the Republic of Türkiye, and, when

applicable, European Union export regulations. You shall comply with the applicable

export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. You shall not export the Software to any individual, entity, or country prohibited by applicable law or regulation. You are responsible, at your own expense, for any local government permits, licenses, or approvals required for importing and/or exporting the Software.

You warrant and agree that You are not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Sudan etc. (Please visit to see the full list of countries restricted for assets and trade operations: https://ofac.treasury.gov/sanctions-programs-and-country-information), and, or (ii) on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

13. Cancellation of Services and Termination of the Contract by Picus Security

Picus Security may terminate this Agreement with immediate effect and without prior notice in the following cases and cease Service and Use of Services: (i) Without giving a reason at any time it deems necessary, and/or (ii) You Violating the Agreement, and/or (iii) You failing to fully or partially fulfill any of the terms and conditions of this Agreement.

No termination or expiration of this Agreement shall affect any rights of Picus Security, including but not limited to demanding compensation, that shall have accrued or prior to the date of such termination or expiration. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Picus Security may have under applicable law.

You may only use paid software/products during the period for which you have paid the subscription fee.

Upon termination or expiration, You must immediately cease using the software/products and delete all copies of any related software found on Your computer and systems. Upon termination, Picus Security may disable further use of the software/products without further notice and delete any account information.

14.   Governing Law and Jurisdiction

For the USA, This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA. The parties irrevocably submit to the non-exclusive jurisdiction of the Delaware courts. Exclusive jurisdiction for litigation of any dispute, controversy, or claim arising out of or in connection with this Agreement or the breach thereof shall be only in Delaware courts with competent jurisdiction in the State of Delaware.

For all other Countries except the USA, This Agreement shall be governed by and construed in accordance with the laws of the Republic of Türkiye. The parties irrevocably submit to the non-exclusive jurisdiction of the Ankara courts. Exclusive jurisdiction for litigation of any dispute, controversy, or claim arising out of or in connection with this Agreement or the breach thereof shall be only in the Republic of Türkiye courts with competent jurisdiction in Ankara.

15.   Miscellaneous

This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Picus Security. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Picus Security. If any provision of this Agreement is invalid, the remainder shall continue in full force and effect.

Each party will comply with all applicable laws and regulations, including those of other jurisdictions that may apply concerning the protection of personal data, disclosure, and anti-bribery. You must obtain any required employee consent addressing the interception, reading, copying, or filtering of emails and their attachments. Neither party will use any data obtained via the Products or Service for any unlawful purpose.

All notices, requests, demands, and determinations for Picus Security under this Agreement (other than routine operational communications) shall be sent to: the applicable entity address on the first page of this Agreement addressed to "Attention: Legal Department."

Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control,

including fire, flood, natural disasters, pandemic diseases, explosion, war, or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet or cloud services, delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failures, hardware failure beyond the reasonable control of Picus Security, and inability to secure materials or transportation facilities. This Agreement constitutes the agreement between the parties regarding the subject matter herein. The parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Picus Security at terms or policies on http://www.picussecurity.com/. All pre-printed or standard terms of your purchase orders or other business processing documents have no effect.

In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement prevail. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted reasonably to affect the parties' intention. Picus Security is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Picus Security.

All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.