

## **PICUS SUBSCRIPTION AGREEMENT**

IMPORTANT – CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS PICUS SUBSCRIPTION AGREEMENT (THE “AGREEMENT”). BY SIGNING AN ORDER FORM INCORPORATING THIS AGREEMENT, CLICKING “I ACCEPT”, CLICKING “CREATE”, PROCEEDING WITH THE INSTALLATION AND/OR ACCESS AND USE OF THE PICUS SOLUTIONS, OR USING THE PICUS SOLUTIONS AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY NAMED ON THE APPLICABLE ORDER FORM ON WHOSE BEHALF YOU INSTALL AND/OR USE THE PICUS SOLUTIONS, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT THIS AGREEMENT WITH PICUS (AS DEFINED BELOW). IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR OTHERWISE USE THE PICUS SOLUTIONS. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT YOU SIGN AN ORDER FORM WITH PICUS OR OTHERWISE ACCEPT THIS AGREEMENT.

**1. DEFINITIONS.** Capitalized terms used in this AGREEMENT shall have the meaning given to them in Schedule 1: Definitions, attached hereto.

### **2. ORDERS.**

**2.1. Formation.** This AGREEMENT governs the overall relationship of the parties in relation to Customer’s use of the Picus Solutions. Customer is not permitted to use the Picus Solutions until it has recorded its consent to this AGREEMENT via a signed Order Form referencing this Agreement or an electronic acceptance of this Agreement. Each executed Order Form creates a separate Agreement between Picus and Customer. Upon Picus’ written acceptance of the Order Form, Picus or its Partner (as defined below) shall provide Customer with a license certificate evidencing the purchase of the Picus Solutions.

**2.2. Informal.** Provision of the Picus Solutions, Support, or any other products or services provided by Picus or its Affiliates to Customer or its Affiliates is governed by this AGREEMENT unless otherwise agreed in writing by the parties.

**2.3. Affiliate Orders.** If an Order Form incorporating this AGREEMENT is executed by an Affiliate of either party, the terms “Customer” and “Picus”, as used in this AGREEMENT, shall be read to mean the applicable Customer Affiliate and/or Picus Affiliate that executed the applicable Order Form.

**2.4. Orders through Partners.** If Customer purchases the Picus Solutions from or through an authorized distributor, reseller, or managed services provider (each a “Partner”), Customer’s and its Users’ access to and use of the Picus Solutions will be governed by this AGREEMENT. Instead of Customer paying Fees to Picus, Customer will pay applicable amounts to the Partner as agreed upon between Customer and Partner, and Partner will pay Picus the Fees set forth in the applicable Partner Order (defined below). Customer’s order details (e.g., scope of use including Permitted Capacity, Subscription Term, and Fees) will be as stated in the order form placed by Partner with Picus on Customer’s behalf (“Partner Order”). Partner is responsible for the accuracy of such Partner Order. Picus may suspend or terminate Customer’s rights to access and use the Picus Solutions if it does not receive the corresponding payment from Partner. This AGREEMENT is directly between Picus and Customer and governs all use of the Picus Solutions by Customer and its Users. Partners are not authorized to modify this AGREEMENT or make any promises, representations, warranties, or commitments on Picus’s behalf, and Picus is not bound by any obligations to Customer other than as set forth in this AGREEMENT. Picus is not a party to (or responsible under) any separate agreement between Customer and Partner and is not responsible for any Partner’s acts, omissions, products, or services. The amount paid or payable by Partner to Picus for Customer’s use of the Picus Solution under this Agreement will be deemed the amount paid by and due from Customer to Picus under this AGREEMENT.

### **3. PICUS SOLUTIONS.**

**3.1. License Grant.** Subject to Customer’s compliance with the terms and conditions of the Agreement, including payment of all applicable fees, Picus hereby grants to Customer for its internal business purposes a limited, non-sublicensable, non-exclusive, non-transferable, worldwide license, solely during the Subscription Term or Trial Period, as applicable and as set forth in the Order Form, to:

(a) either:

(i) install, execute, and use, or permit Users to install, execute, and use, in object code form only, the Software on Customer-provided infrastructure; or

(ii) access and use the Cloud Service; and

(b) reproduce and use a reasonable number of copies of the Documentation for use with the Picus Solutions.

(c) shall ensure that use of the Picus Platform is subject to the restrictions and limitations contained in this Agreement, including the export control law requirements.

Picus shall own and retain all right, title, and interest in the Picus Solutions and all intellectual property rights inherent therein, including – without limitation – all changes or improvements requested or suggested by Customer, notwithstanding any use of terms such as "purchase", "sale", or the like within this Agreement. Customer agrees that its use of the Picus Solutions will be solely to facilitate satisfaction of its obligations under this Agreement. Should Customer use the Picus Solutions for any other purpose (including Customer's internal or production use), Customer agrees to report such use to Picus, to pay the applicable fee (on a pro-rata basis) for any past use, and to enter into an agreement to purchase a license for the Picus Solutions. Any unauthorized use of the Picus Solutions will be deemed to be a material breach of this Agreement.

### **3.2. Control Systems.**

(a) Upon execution of this Agreement and subject to the terms outlined in this Agreement, Customer may use the Picus Solutions to test the defensive capabilities of the Control Systems that the Picus Solutions are designed to test. The Picus Solutions may not cover all of Customer's identified Control Systems, and Picus may unilaterally add or remove different Control Systems categories provided by the Picus Solutions.

(b) Customer authorizes Picus to perform Security Validation tests on Control Systems specified by Customer. Picus will provide Customer with the results of any Security Validation tests automatically via the Picus Solutions user interface. The Picus Solutions aim at revealing which threats identified by Customer are blocked and not blocked by the Control Systems used in Customer's different digital environments, and Customer acknowledges that Security Validation test results may differ for the same security control technology in use in different environments. Picus shall not be held liable if the Picus Solutions fail 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) related to any such failure.

### **3.3. Trial Versions and Beta Features.**

**3.3.1. Beta Features.** Beta Features may be subject to additional beta terms as provided by Picus from time to time. Picus may, in its sole discretion: (i) cease providing Beta Features at any time; or (ii) cease providing Beta Features free of charge and require Customer to purchase such features for continued use as part of the Picus Solutions. Customer will not attempt to circumvent, dismantle, or otherwise interfere with any time-control disabling functionality in any Beta Feature that causes the Beta Feature to cease functioning.

**3.3.2. Trial Versions.** Picus may provide the Trial Version free of charge for a time period of two weeks ~~days~~ or such longer period as may be granted by Picus ("Trial Period"). Picus may extend the Trial Period in its sole and exclusive discretion. Picus may immediately terminate Customer's access to and use of the Trial Version at any time. Picus will have no liability under the Agreement arising out of or related to any use of a Trial Version by Customer or any End User or the deletion of any data generated during the Trial Period. Any use of a Trial Version is solely at Customer's own risk and may be subject to additional requirements as specified by Picus. Picus is not obligated to provide Support for any Trial Version, and all Trial Versions are provided as-is without warranty. Customer agrees to use the Trial Version in a non-production environment.

**3.4. Support.** Picus will provide Customer with Support for the Picus Solutions. Customer may obtain Support from Picus by logging a support request in the Picus support portal (currently available at the following URL: <https://support.picussecurity.com/>) or by sending a support request to the TAC (Technical Assistance Center) team.

**3.5. Compliance with Laws.** In performing its duties hereunder and in any of its dealings with respect to the Picus Solutions, Customer will comply with all applicable international, national, state, regional, and local laws and regulations, including data protection, data privacy, export control, and anti-corruption laws. Picus shall not be responsible for Customer's compliance with applicable laws. With respect to any Customer Information, the parties acknowledge that, under the EU General Data Protection Regulation ("GDPR") and applicable personal data protection law, Picus is a data controller for Customer Information and will maintain and otherwise Process such Personal Information according to their own policies and procedures. Without limiting anything else in this Section 3, Customer represents and warrants that it (i) has all necessary rights and authorizations to disclose, transfer, provide, or cause to be disclosed, transferred or provided such Customer Information; (ii) will provide any required notice to and obtain any required consent from Customer and other third parties to the transfer to and Processing by Picus of such Customer Information. Picus will Process such Customer Information as part of its provision of the Picus Solution and any related Support and maintenance activities and services, and as otherwise stated in Picus Privacy Policy as may be updated from time to time by Picus. A current version of which is located here: <https://www.picussecurity.com/trust-center/privacy-security>

#### **4. ADDITIONAL CUSTOMER RESPONSIBILITIES.**

Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is solely responsible for the Content and all activity conducted through its account within the Picus Solutions; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Picus promptly of any such unauthorized access; (iv) may use the Picus Solution only in accordance with the Documentation and applicable law; (v) is responsible for its Users' compliance with the terms of the Agreement; and (vi) must not exceed the Permitted Capacity (defined below).

#### **5. FEES AND PAYMENT.**

**5.1. Subscription Fees.** Fees are due and payable as set forth on the Order Form. Unless otherwise stated on an Order Form, Customer shall timely pay all fees within thirty (30) days of the date of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. All payments shall be made in the currency stated on the Order Form. Picus may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum legal rate and may charge Customer for any cost or expense arising out of collection efforts. Except as provided below in Subsection 5.2 (Permitted Capacity), there will be no fee increases during Customer's Subscription Term; however, Customer's fees are subject to increase upon renewal (including any auto-renewal) following expiration of the then-current Subscription Term.

**5.2. Permitted Capacity.** Customer understands that its right to use the Picus Solutions is limited by the Permitted Capacity purchased. Customer and its 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 process or on an Order Form. Customer may submit a request to increase Permitted Capacity at any time, and, upon execution of an Order Form, Customer will pay fees due for such increase at a prorated amount for the remainder of Customer's then-current Subscription Term. Any Order Form for such an increase will renew concurrently with Customer's then-current Subscription Term for a period equal to Customer's initial Subscription Term.

**5.3. Taxes.** All fees are exclusive of Taxes (as defined below), and Customer shall pay or reimburse Picus for all Taxes arising out of transactions contemplated by this Agreement. If Customer is required to withhold any Tax for payments due, Customer shall gross up its payments to Picus so that Picus receives sums due in full, free of any deductions. As reasonably requested, Customer will provide documentation to Picus showing that Taxes have been paid to the relevant taxing authority. "Tax(es)" means any sales, VAT, use, withholding, or other taxes (other than taxes on Picus's income), export and import fees, customs duties and similar charges imposed by any government or other authority. Customer hereby confirms that Picus can rely on the name and address that Customer provides to Picus when Customer agrees to the fees or in connection with Customer's payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where Customer has established its business.

#### **6. CONFIDENTIAL INFORMATION.**

As used in this Agreement, “Confidential Information” means any nonpublic information or materials disclosed under this Agreement by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which the disclosing party clearly identifies as confidential or proprietary. Picus’s Confidential Information includes the Picus Solutions and any information or materials relating to the Picus Solutions (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party’s Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth in this Agreement. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it: (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the disclosing party’s Confidential Information.

The receiving party may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that, in addition to any other relief to which the non-breaching party may be entitled, any material breach of this Section 6 will cause irreparable injury and the non-breaching party may seek injunctive relief in a court of competent jurisdiction without the need of posting bond.

**7. RESTRICTIONS.** Except as expressly set forth in the Agreement, and to the maximum extent permitted by applicable law, Customer will not (and will not allow any third party to): (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the structure of the Picus Solutions or the source code from the Picus Solutions; (ii) download or export the threat or attack libraries/codes from Picus Solutions; (iii) distribute, license, sublicense, assign, transfer, provide, lease, lend, rent, disclose, use for timesharing or service bureau purposes, or otherwise use for the benefit of any third party the Picus Solutions (iv) use or access the Picus Solutions in order to build a similar or competitive product or service or to disclose to any third party any benchmarking or comparative study involving the Picus Solutions; (v) modify, adapt, translate, or create derivative works of the Picus Solutions or Documentation; (vi) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Picus or its suppliers on or within the Picus Solutions or Documentation; or (vi) use the Picus Solutions on any hardware or other system not owned by Customer.

## **8. TERM AND TERMINATION.**

**8.1. Subscription Term.** Subject to the termination rights set forth herein, the term of this AGREEMENT will commence on the Effective Date and will continue as long as the Picus Solutions is being provided to Customer under an Order Form. Unless otherwise agreed in the Order Form, the Subscription Term stated on an Order Form will automatically renew for successive terms of 12 months each unless either party gives the other party written notices of non-renewal not less than 45 calendar days before the expiration of the then-current Subscription Term.

**8.2. Termination for Material Breach.** Customer may terminate this Agreement immediately without further notice if Picus materially breaches its obligations under the Agreement and does not remedy such breach within 30 calendar days of receiving written notice of such breach from Customer. Picus may terminate an affected Order Form, all Order Forms, or the Agreement in place between Picus and Customer immediately without further notice if Customer materially breaches its obligations under the Agreement and does not remedy such breach within 30 calendar days of receiving written notice of such breach from Picus.

**8.3. Termination for Dissolution, Bankruptcy.** Subject to applicable law, either party may immediately terminate the AGREEMENT and/or any Order Form on written notice if the other party enters compulsory or voluntary liquidation or reorganization, enters into an assignment for the benefit of the creditors, ceases to carry

on business, or takes or suffers any similar action which the other party reasonably believes means that it may be unable to pay its debts.

**8.4. Parties' Rights After Expiration or Termination.** Expiration or termination of all or part of the Agreement shall not affect any accrued rights, remedies, obligations, or liabilities of the parties. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Picus may have under applicable law. Customer may only use the Picus Solutions during the period for which Customer has paid the subscription fee.

**8.5. Upon the Termination of an Applicable Order Form.** Upon termination of an applicable Order Form: (i) the licenses granted under the Order Form for the Picus Solutions will immediately terminate, and Customer and its Users will immediately cease use of the Picus Solutions; (ii) Picus's obligations to provide Support will immediately terminate; (iii) in the event of a termination for Customer's breach of the Agreement, Customer will pay to Picus the full amount of any outstanding fees due hereunder; (iv) in the event of a termination for Picus's breach of the Agreement, Picus will refund to customer the pro-rata amount of any prepaid but unused fees; (v) for Cloud Service Customers, Customer may request that Picus delete the Content belonging to Customer; and (vi) on Customer's request, Picus will destroy, anonymize, inaccessible, or return all Customer Confidential Information in its possession or control and will not make or retain any copies of such information in any form, except that Picus may retain one archival copy of such information solely to ensure compliance with the Agreement; in the context of statistical/benchmark result analyzes that cannot be directly linked to the Customer or as required by applicable law or regulation.

**8.6. Customer Acknowledgment.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PICUS SOLUTIONS MAY CONTAIN DISABLING CODE THAT (EITHER AUTOMATICALLY OR AT PICUS'S CONTROL) WILL RENDER THE PICUS SOLUTIONS (AND RELATED DATA) UNUSABLE UPON TERMINATION OR CUSTOMER'S BREACH OF THE AGREEMENT AND FAILURE TO CURE WITHIN 30 DAYS OF RECEIVING NOTICE OF SUCH BREACH FROM PICUS.

**8.7. Survival.** Sections 3 (Picus Solutions), 4 (Additional Customer Responsibilities), 5 (Fees a Payment), 6 (Confidential Information), 7 (Restrictions), 8 (Term and Termination), 9 (Proprietary Rights), 12 (Indemnification), 13 (Limitation on Liability), and 19 (Miscellaneous) shall survive any termination or expiration of this Agreement, along with any other provisions which by their express terms do survive or by their nature should survive.

**9. PROPRIETARY RIGHTS.** The Picus Solutions, Picus Content, and Picus Marks are licensed, not sold, under the terms of this Agreement. Use of "purchase" in conjunction with licenses under this Agreement does not imply a transfer of ownership. Except for the limited rights expressly granted by Picus to Customer under this Agreement, Customer acknowledges and agrees that all right, title, and interest in and to all copyrights, trademarks, patents, trade secrets, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, and information collected and analyzed in connection with the Picus Solutions), and other proprietary rights arising out of or relating to the Picus Solutions, Picus Content, and Picus Marks, and the provision of each, belong exclusively to Picus or its suppliers or licensors. All right, title, and interest in and to content which may be accessed through the Picus Solutions is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. The Picus Solutions may include software products licensed from third parties ("Third Party Components"). Licensors of any Third Party Components shall have no obligations or liability to Customer under this Agreement but are third-party beneficiaries of this Agreement. All rights not expressly granted to Customer under this Agreement are reserved by Picus, and this Agreement does not grant any implied rights to the Picus Solutions, Picus Content, Picus Marks, or Third Party Components.

## **10. DATA SECURITY AND PRIVACY.**

**10.1. Content.** Customer-owned Content remains the property of Customer. Customer represents and warrants to Picus that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Content for use within the Picus Solution. Customer grants Picus a perpetual, transferrable, worldwide, fully paid, royalty-free right and license to use the Content in accordance with this Agreement.

For the purposes of this Agreement, Customer Content includes data generated, provided, or collected during customer interactions with the Picus Platform, including but not limited to simulation and analytics results, as well as data gathered from customer actions through Picus products and services. Picus retains simulation run

data, as part of Content data, for a limited duration in accordance with its data retention policies. Data exceeding this period will be deleted as part of routine data management. The security requirements stated in Section 10 constitute the sole contractual obligations of Picus regarding the handling, use, and security of Customer Content.

## **10.2. Data Security Measures and Data Processing Addendum.**

**(a) Security Measures.** Picus (i) implements and maintains reasonable security measures appropriate to the nature of the Content including, without limitation, technical, physical, administrative, and organizational controls designed to maintain the confidentiality, security, availability, and integrity of Content; (ii) implements and maintains industry standard systems and procedures for detecting, preventing, responding to attacks, intrusions, or other systems failures and regularly tests or otherwise monitors the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designates an employee or employees to coordinate implementation and maintenance of its security measures (as defined below); and (iv) identifies reasonably foreseeable internal and external risks to the security, confidentiality, availability, and integrity of Content that could result in the unauthorized disclosure, access, misuse, alteration, destruction, or other compromise of such information.

**(b) Data Processing Agreement.** When legally required, the parties agree to comply with the terms of Picus's Data Processing Agreement (the "DPA"); and also Policies that are presently found at the following URL: <https://www.picussecurity.com/trust-center/> as may be periodically updated by Picus.

**(c) Customer User Information.** With respect to any User Information, the parties acknowledge that, under the terms of the DPA, Picus is a data processor for End User Information and will maintain and otherwise Process such Personal Information according to its own policies, procedures, and DPA requirements. Without limiting anything else in this Section, Customer represents and warrants that it (i) has all necessary rights and authorizations to disclose, transfer, provide, or cause to be disclosed, transferred, or provided, such User Information; (ii) will provide any required notice to and obtain any required consent from Users and other third parties to the transfer to and Processing by Picus of such User Information. Picus will Process such User Information as part of its provision of the Picus Solutions and any related Support services and as otherwise stated in Picus Privacy Policy, as may be updated regularly by Picus (the current version of which is located here: <https://www.Picussecurity.com/trust-center/>).

**10.3. Statistical Data.** Picus may utilize Content and other data, results, and analytics ("Statistical Data") to improve the Picus Solutions for marketing and product improvement purposes and to manage its license models. To the extent used for external marketing purposes, Statistical Data will be aggregated and anonymized and will not identify Customer, its Users, or any natural person.

**10.4. Cookies.** Whenever Customer or Users interact with the Picus Solutions or Picus websites, Picus automatically receives and records some technical and usage information on its server logs from the browser or device, which may include user activities, IP address, and the type of browser and/or device being used to access the Picus Solutions or Picus websites, as further described in the Cookies Policy (the current version of which is located here: <https://www.picussecurity.com/trust-center/>).

## **11. WARRANTY AND DISCLAIMERS.**

### **11.1. Picus Warranty.**

**(a)** Picus warrants that for the duration of the Term: (i) it will not materially decrease the overall security of the Picus Solutions; (ii) it will not materially decrease the overall functionality of the Picus Solutions; (iii) the Picus Solutions will perform substantially in conformance with the Documentation; (iv) Picus will maintain all necessary licenses, consents, and permissions for performance of its obligations under the Agreement; and (v) it uses commercially reasonable efforts consistent with industry standards to regularly scan for and remove any Malware from the Picus Solutions. Customer acknowledges that the foregoing is null and void to the extent the Picus Solutions: (i) fail to conform with this warranty because of Customer's use with any third-party hardware or software other than as authorized by Picus in the Documentation; (ii) are used other than in accordance with its published Documentation; or (iii) are used in breach of the Agreement. If the Picus Solutions do not conform

with the warranties stated in this Subsection 11.1(a), then Customer's sole remedy, and Picus entire liability, is to correct the non-conformance promptly.

**(b) Availability SLA.** Picus warrants that it will maintain the availability of the Cloud Service as provided in the Availability SLA attached hereto as Schedule 2.

**11.2. Customer Warranty.** Customer warrants that it has the full right, power, and authority to consent to the use the Picus Solutions to perform the Security Validation tests of the Control Systems set as target systems by Customer or its representatives.

**11.3. Picus Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PICUS SOLUTIONS, PICUS CONTENT, PICUS MARKS, SUPPORT, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER OR MADE AVAILABLE UNDER THIS AGREEMENT, INCLUDING THIRD PARTY HOSTED SERVICES OR SOFTWARE (COLLECTIVELY, FOR THE PURPOSES OF THIS PARAGRAPH, "PRODUCTS"), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PICUS DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE PRODUCTS OR THE RESULTS OF THE SAME. PICUS DOES NOT WARRANT THAT THE PRODUCTS, INCLUDING ANY SPECIFICATIONS OR FUNCTIONS CONTAINED IN THEM, WILL MEET END USERS' REQUIREMENTS, THAT THE PRODUCTS WILL BE ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED.

## 12. INDEMNIFICATION

**12.1. By Picus.** Subject to Subsection 12.3 (Process), Picus will, at its cost and expense, indemnify and hold Customer harmless from any third party claim brought against Customer alleging that Customer's authorized use of the Picus Solutions provided by Picus to Customer pursuant to this Agreement infringes or misappropriates any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided: (i) Customer's use of the Picus Solutions complies with this Agreement; (ii) the infringement or misappropriation is not caused by modification or alteration of the Picus Solutions or Documentation; (iii) the infringement or misappropriation was not caused by a combination or use of the Picus Solutions with products or software not supplied by Picus; and/or (iv) the infringement or misappropriation is not caused by Customer's negligence or willful misconduct. This Section states Picus's entire liability (and shall be Customer's sole and exclusive remedy) with respect to indemnification by Picus to Customer. If a claim under this Section occurs, or in Picus's opinion appears reasonably likely to occur, then Picus may at its expense and in its sole discretion: (i) modify the Picus Solutions to become non-infringing; (ii) procure the necessary rights to allow Customer to continue using the Picus Solutions; (iii) replace the Picus Solutions with a functional equivalent; or (iv) if neither (i) through (iii) are commercially practicable, terminate the Picus Solutions and refund any prepaid and unused fees.

**12.2. By Customer.** Subject to Subsection 12.3, Customer will, at its cost and expense, indemnify, defend, and hold Picus and its directors and employees harmless from and against any and all losses arising from or in connection with (a) the performance of its obligations under this Agreement or a breach of this Agreement; (b) any allegation that Customer infringed upon or misappropriated any patent, copyright, trademark, or other intellectual property right of a third party; (c) any allegation that Customer infringed upon or misappropriated any Picus intellectual property; or (d) the gross negligence or willful misconduct of Customer.

**12.3. Process.** If the indemnified party receives notice of a claim that is covered by this Section 12, the indemnified party shall give the indemnifying party prompt written notice such claim, provided that failure to give prompt notice shall not relieve a party of its obligations under this Section unless such failure materially prejudices the claim. The indemnifying party shall be allowed to solely conduct the defense of the matter, including choosing legal counsel to defend the claim, provided that the choice is reasonable and is communicated to the indemnified party in advance. The indemnified party shall comply with the indemnifying party's reasonable requests for assistance and cooperation in the defense of the claim. The indemnifying party may not settle the claim without the indemnified party's consent, which may not be unreasonably withheld, delayed, or conditioned.

### **13. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PICUS, ITS AFFILIATES, OR ITS OR THEIR DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE, OR ANY OTHER ECONOMIC DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PICUS SOLUTIONS, PICUS CONTENT, PICUS MARKS, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, INDEMNITY, OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED.

THE AGGREGATE LIABILITY OF PICUS, ITS AFFILIATES, AND ITS DIRECTORS, EMPLOYEES, LICENSORS, SUPPLIERS, AND AGENTS SHALL BE LIMITED TO DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO PICUS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

**14. FUTURE FUNCTIONALITY.** Customer agrees that it has not relied on the availability of any future functionality of the Picus Solutions or any other future product or service in executing the Agreement. Customer acknowledges that information provided by Picus regarding future functionality should not be relied upon to make a purchase decision.

**15. GOVERNMENT LICENSES.** For purposes of sales to government entities in the United States, the Picus Solutions and the accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosure of the Picus Solutions or the accompanying Documentation by or for the U.S. Government will be governed solely by the terms and conditions of the Agreement, in conjunction with statutes, regulations, and the terms of the GSA Schedule, if applicable.

### **16. EXPORT COMPLIANCE AND ANTI-CORRUPTION.**

**16.1.** In performing its duties hereunder and in any of its dealings with respect to the Picus Solutions, Customer acknowledges that the Picus Solutions and relevant software components are subject to applicable laws in the United States, the United Kingdom, the Republic of Türkiye, and the laws of the European Union, including export laws. Customer shall comply with applicable export and import laws and regulations for the jurisdiction in which the Picus Solutions will be imported and/or exported. Customer shall not export the Picus Solutions or any relevant software components to any individual, entity, or country prohibited by applicable law or regulation. Customer shall not permit Users to access or use any Picus Solutions in a U.S. or other applicable jurisdiction embargoed country or in violation of any U.S. or other applicable export law or regulation. Customer is responsible, at its own expense, for any local government permits, licenses, or approvals required for importing and/or exporting the Software.

**16.2.** Customer represents and warrants that it is not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Sudan, or any other sanctioned or embargoed country under the applicable laws and regulations mentioned in Subsection 16.1, or (ii) on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List.

**16.3.** Customer warrants and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Picus employee or agent in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**16.4.** If Customer learns of any violation of the above restriction, Customer will promptly notify the Picus legal department at [legal@picussecurity.com](mailto:legal@picussecurity.com).



**16.5.** Customer's failure to comply with any term of this Section 16 will constitute a material breach of the Agreement and will entitle Picus to immediately terminate the Agreement without notice in addition to any other remedy available at law or equity.

**16.6.** Customer represents and warrants that it is in compliance with all applicable anti-corruption laws, and that it has not and will not violate any anti-corruption law, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any applicable local anti-corruption laws.

Without limiting the foregoing, Customer represents and warrants that it, and its employees, agents, and representatives have not and will not, directly or indirectly, offer, pay, give, promise, or authorize the payment of any money, gift, or anything of value to: (i) any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or state-controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office ("Government Official"), or (ii) any person while Customer knows or has reason to know that all or a portion of such money, gift, or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (1) influencing an act or decision of the Government Official in his or her official capacity, (2) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage, or (4) inducing the Government Official to use his influence to affect, or influence any act or decision of a government or instrumentality, in order to assist Picus or any of its affiliates in obtaining or retaining business. Customer agrees that should it learn or have reason to know of any payment or transfer (or any offer or promise to pay or transfer) in connection with this Agreement or Picus' business that would violate applicable anti-corruption laws, it must immediately provide Picus with written notice.

**17. AUDITS.** Customer will keep and maintain written records and accounts regarding Customer's use of the Picus Solutions and compliance with this Agreement. Picus, or a third-party certified public accounting firm designated by Picus, shall have the right upon fifteen (15) days written notice to Customer to conduct an inspection and audit of all relevant facilities and records of Customer. Such audit shall be conducted during regular business hours at Customer's offices and in such a manner as not to interfere with Customer's normal business activities. In no event shall audits be conducted hereunder more frequently than once every 6 months. Any such audit shall be conducted at Picus's expense; provided, however, that if the audit reveals that Customer has failed to comply with any material term of this Agreement, Customer shall pay all reasonable costs and expenses incurred by Picus in conducting the audit.

## **18. PICUS SOLUTIONS LIFECYCLE.**

**18.1.** Picus has no obligation to provide Support for any version of the Picus Solutions other than the most current and previous minor release ("Current Version"). Picus shall have no liability for damages resulting from or in connection with Customer's failure to install and/or use a Current Version. Picus may, in its sole and exclusive discretion, discontinue Support for and retire a non-Current Version ("End of Life"). Picus may publicly post (on its website) a notice of End of Life, including the last date of general commercial availability of the affected version of the Picus Solutions and the timeline for discontinuing Support.

**18.2.** Due to operation of law, regulation, or to comply with reasonable security standards (e.g., patching a known vulnerability), Picus may require Customer to update to the most current version of the Picus Solution ("Emergency Update"). Picus will clearly communicate the need for usage the Current Versions and any such Emergency Updates. Picus shall have no liability for damages resulting from or in connection with Customer's failure to implement an Emergency Update or usage of the non-Current Versions.

## **19. MISCELLANEOUS.**

**19.1. Publicity.** Customer agrees that Picus may publicly disclose that it is providing the Picus Solutions to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases, provided that Picus does not state or imply that Customer endorses the Picus Solutions.

**19.2. Feedback.** To the extent Customer or any User provides suggestions or feedback to Picus regarding the functioning, features, or other characteristics of the Picus Solutions, Documentation, or other materials or

services provided or made available by Picus ("Feedback"), Customer hereby grants Picus a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to Picus to use and exploit such Feedback in any manner for the purpose of improving and continuing the development of the Picus Solutions.

**19.3. Order of Precedence.** Any ambiguity, conflict, or inconsistency between documents comprising the Agreement shall be resolved in the following order of precedence: (i) the AGREEMENT; (ii) any document or URL incorporated into the AGREEMENT; and (iii) the Order Form. Any and all additional or conflicting terms provided by Customer, whether in a purchase order, an alternative license agreement, or otherwise, shall be void and shall have no effect.

**19.4. Irreparable Harm.** Any breach by a party to the Agreement or any violation of the other party's Intellectual Property Rights or Confidential Information could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of the Agreement.

**19.5. Assignment.** The Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld, except in connection with: (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party; (ii) a sale or other disposition of all or substantially all of the assets of a party; or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this Subsection shall be null and void and have no effect.

**19.6. Force Majeure.** Picus will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including: acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications, or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; war; or any other cause beyond its reasonable control if Picus makes reasonable efforts to perform ("Force Majeure Event"). The Party exposed to force majeure that prevents the fulfillment of its obligations arising from the Agreement immediately notifies the other Party in writing. In this case, the obligations of the Parties are postponed until the end of the force majeure and fulfilled by the Parties as soon as possible following the end of the force majeure. In case the force majeure lasts longer than 30 (thirty) days, the Parties may decide to terminate this Agreement. In order to avoid any doubt, force majeure provisions will not apply in the performance of money debts.

**19.7. Relationship of the Parties.** Each party is an independent contractor of the other under the Agreement, and nothing in the Agreement shall be construed to create a partnership, joint venture, agency relationship, fiduciary relationship, or any other arrangement related to sharing of profits and losses. Each party is responsible for its own expenses in meeting its obligations under the Agreement. Each party agrees that it has the full power and authority to enter into the Agreement and to carry out the actions contemplated herein.

**19.8. Notices.** Any notices required under this Agreement will be in writing and will be delivered by electronic mail, personal delivery (with a copy by email), or certified or registered mail (return receipt requested and with a copy by email) to the applicable notice address of the other party as set forth on the signature page below (or to such other notice address that a party may designate by at least ten (10) days' prior written notice to the other party).

**19.9. Waiver and Enforceability.** The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right, nor will any partial exercise of any right or power hereunder preclude further exercises. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The Parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

**19.10. Governing Law.**

**(a) If the Customer resides within the United States.** The validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware of the

United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer hereby consents to the exclusive jurisdiction of the state and federal courts in Dover, Delaware. Customer hereby waives all rights to trial by jury with respect to any dispute arising out of or relating to this Agreement or the Picus Solutions, Picus Marks, or Picus Content. If Customer has any claim arising out of or relating to this Agreement or the Picus Solutions, Picus Marks, or Picus Content, Customer must bring the claim in an appropriate court as set forth in this Section within two (2) years after Customer's right to bring the claim accrued. If Picus brings litigation against Customer regarding this Agreement or the Picus Solutions, Picus Marks, or Picus Content, in addition to any other relief to which Picus may be entitled, Picus shall be entitled to recover reasonable attorneys' fees, expenses, and costs of litigation. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, Customer agrees that the English version of this Agreement shall prevail and control.

**(b) If the Customer resides outside the United States.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute shall be finally settled under the Rules of Arbitration (the "Rules") of the International Chamber of Commerce ("ICC") by three (3) arbitrators designated by the Parties. Each Party shall designate one arbitrator. The third arbitrator shall be designated by the two arbitrators designated by the Parties. If either Party fails to designate an arbitrator within thirty (30) days after the filing of the Dispute with the ICC, such arbitrator shall be appointed in the manner prescribed by the Rules. An arbitration proceeding hereunder shall be conducted in Zurich, Switzerland and shall be conducted in the English language. The decision or award of the arbitrators shall be in writing and is final and binding on both Parties. The arbitration panel shall award the prevailing Party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration, the enforcement of any arbitration award and the costs and attorney's fees involved in obtaining specific performance of an award; provided, however, that if the claims or defenses are granted in part and rejected in part, the arbitration panel shall proportionately allocate between the Parties those arbitration expenses in accordance with the outcomes; provided, further, that the attorney's fees and costs of enforcing a specific performance arbitral award shall always be paid by the non-enforcing Party, unless the applicable action was determined to be without merit by final, non-appealable decision. The arbitration panel may only award damages as provided for under the terms of this Agreement and in no event may punitive, consequential, or special damages be awarded. In the event of any conflict between the Rules and any provision of this Agreement, this Agreement shall govern.

**19.11. No Protected Health Information.** Customer expressly acknowledge and agree that it shall neither submit to the Picus Solutions, nor use the Picus Solutions to store, maintain, process, or transmit, any data or information that constitutes protected health information as defined under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"), or otherwise use the Picus Solutions in any manner that would require Picus or the Picus Solutions to be compliant with HIPAA. Customer acknowledges and agrees that Picus shall have no liability to Customer for any such data or information. Customer further acknowledges and agrees that neither Picus or its Affiliates are acting on behalf of Customer as a Business Associate (as defined under HIPAA). Picus may immediately and upon notice suspend all or portion of Customer's access to the Picus Solutions (without any liability to Customer in connection with such suspension), if Picus has a good faith belief that Customer has breached this paragraph.

**19.12. Translations Other Than English.** The English language version of this Agreement and any documents exchanged pursuant to this Agreement shall be controlling in all respects. Any translations of this Agreement into a language other than English shall have no legal effect and are for the convenience of the parties only.

**19.13. No Amendment or Modification.** Except as Picus is otherwise permitted to do so under this Agreement, this Agreement shall not be amended or modified except in a writing signed by authorized representatives of each party.

**19.14. Cumulative Rights.** Picus's rights and remedies set forth in this Agreement are cumulative and are not intended to be exhaustive.

**19.15. Headings.** Paragraph headings are for convenience and shall have no effect on interpretation.

**19.16. Execution in Counterparts.** This Agreement and Order Forms may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and Agreement between the parties. The parties may exchange signature pages by delivering a signed, scanned copy by email or via an electronic signature tool such as Adobe Signature, DocuSign, and such copy shall be effective to bind the parties.

**19.17. Third Party Rights.** Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

**19.18. Changes to these terms.** Picus reserve the right to modify, update, or discontinue the Services and Agreement, or any part of them, at our discretion. The revised Agreement shall become effective upon such publishing or notification to the Customer. Customer will always find the latest version of these Agreement at <https://www.picussecurity.com/trust-center/privacy-security>. Any continued use by Customer of the Services following publication or notification of revised Agreement shall constitute Customer's acceptance to the revised Agreement.

**19.19. Schedules.** All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

### **Schedule 1: Definitions**

**“Affiliates”** means an entity that then is directly or indirectly controlled by, is under common control with, or controls that party, and here “Control” means an ownership, voting, or similar interest representing 50% or more of the total interests then outstanding of that entity.

**“Agreement”** means the applicable Order Form and this AGREEMENT (including any terms incorporated by reference in the AGREEMENT) which govern the provision of the Picus Solutions and Support provided to Customer or the Customer’s Affiliate.

**“Beta Feature(s)”** means any Picus Solutions feature that is identified by Picus, including via the applicable Picus Solutions user interface or via other communications to Customer, as “Beta”, “Alpha”, “Experimental”, “Limited Release” or “Pre-Release” or that is otherwise identified by Picus as unsupported.

**“Business Days”** means Monday through Friday, excluding public holidays in the country whose laws govern the Agreement.

**“Cloud Service”** means the Picus proprietary software as a service provided for use over the internet and any and all modified, updated, or enhanced versions thereof that Picus may provide to Customer or its Users.

**“Content”** means data gathered through use of the Picus Solutions or provided for use with the Picus Solutions, wheresoever stored.

**“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.

**“Documentation”** means the operating instructions, user manuals, product specifications, “read-me” files, and other documentation that Picus makes available to Customer in hard copy or electronic form for the Picus Solutions, including any modified, updated, or enhanced versions of such documentation.

**“Intellectual Property Rights”** means all intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

**“Malware”** means software programs designed to damage or do other unwanted actions on a computer system, including viruses, worms, Trojan Horses, and spyware.

**“Order Form”** means an order form or other ordering document entered into between Customer and Picus or a Picus Affiliate for Customer’s purchase of the Picus Solutions or other services from Picus.

**“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.

**“Personal Data”** means any information that can be used to identify an individual as that term is defined under Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”) and under Regulations listed in the Picus Data Processing Addendum.

**“Picus”** means Picus Security Inc. (1401 Pennsylvania Avenue Unit 105 Suite 104, Wilmington, DE 19806) 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).

**“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.

**“Picus Marks”** means the trademarks and service marks that are specifically approved by Picus.

**“Picus Solutions”** or **“Picus Platform”** means the Picus proprietary programs or products made available to Customer as the Software or Cloud Service, including without limitation its features, modules, reports, results, functions, user interfaces, and related Support services (each as defined below), as specified on an Order Form.

**“Process”** means access, view, create, generate, amend, disclose, export, import, share, transfer (including across national borders), use, delete, store, combine, or any other activity, action, or process performed upon data or information.

**“Software”** means the Picus proprietary software provided in executable code form and all modified, updated, or enhanced versions thereof that Picus may provide to Customer or its Users.

**“Subscription”** means a subscription license purchased by Customer to install or access online and use the Picus Solutions and to receive Support during the applicable Subscription Term.

**“Subscription Term”** means the contract term for Customer’s access and use of the Picus Solutions as set forth on the applicable Order Form.

**“Support”** means the standard maintenance or support services provided by Picus for the Picus Solutions.

**“Trial Version(s)”** means any Picus Solutions version that is provided by Picus on a “Trial”, “Evaluation”, or “Proof of Concept” basis whether or not identified as such by Picus on an Order Form.

**“Uptime SLA”** means the service level commitments applicable to the Cloud Service attached hereto as Schedule 2.

**“User(s)”** means Customer’s employees, contractors, or agents (including those of Customer’s Affiliates) who are authorized by the Customer to use the Picus Solutions.

## Schedule 2: Service Level Agreement

Picus endeavors to provide the best customer experience during the Subscription Term for Customer's use of the Picus Solutions. As part of its commitment to meeting its customers' needs, Picus has established the following Service Level Agreements (SLA) to outline the availability and support standards it maintains.

**1. Availability SLA.** Picus Security shall use best efforts to maintain a minimum availability for its Cloud Services of 99.5% per month for Users logging in and utilizing the dashboard metrics.

**2. Support SLA.** During the Subscription Term, Picus will provide Support for all incidents within the supported versions of the Service as further detailed in the Support Services Guide made available by Picus Support on request and as may be updated by Picus from time to time. Picus commits to respond to Support requests in accordance with the following table based on the severity levels of reported problems as determined by Picus in its sole discretion:

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

The Initial Response Time stated above shall be based on the support hours stated in the Support Services Guide and **is calculated as** the duration before a qualified Support representative contacts the customer or partner in response to a Support request. All Support requests should be sent via the online ticketing system (<https://support.picusecurity.com/>) and via email the TAC (Technical Assistance Center) team.

Please note that the above Picus' SLAs are subject to periodic review and may be updated to reflect the evolving needs of customers and the development of the Picus Solutions. Customer's continued use of the Picus Solutions following any such update indicates acceptance of the SLAs in effect at that time.

**3. Customer Responsibilities.** Customer will comply with the following requirements to facilitate Picus's delivery of Support:

**3.1.** Customer will use best efforts to ensure that its use of the Picus Solutions does not harm the Customer computer system on which a Picus Agent is installed.

**3.2.** Customer will provide Picus timely responses and access to accurate and complete information relative to Support requests.

**3.3.** Customer is responsible for its own data and applications, and Picus will only Provide support for the Picus Solutions.

**3.4.** Customer will use the current Picus Solutions version. The customer follows Picus who must provide timely communication and guidance in proactive cases, system/product changes, and emergency updates that will affect the operation of Picus solutions and in possible incident management issues.

#### **4. General Exclusions and Limitations.**

**4.1.** Picus has no obligation to provide Support: (i) outside the scope of the AGREEMENT, Order Form, these terms, or for issues arising out of or in connection with the unauthorized use of the Picus Solutions; (ii) if Customer fails to pay all applicable fees when due; (iii) for issues arising out of or in connection with unauthorized third-party products and services or issues arising exclusively from authorized third-party products and services; (iv) for modifications or changes to the Picus Solution not performed, directed, or authorized by Picus; and (v) for any use of the Picus Solutions in violation of this Agreement.

**4.2.** Customer acknowledges that Support does not include: (i) developing custom scripts, templates, or tests; (ii) Picus interpretation of any results from the Security Validation tests; or (iii) performing installations, configurations, migrations, or upgrades in any Customer environment.