

TERMS OF SERVICE

Area 1 Security, Inc. (“**Area 1**,” “**we**,” “**us**,” or “**our**”) provides Area 1 products and services described on the ordering document (“**Order Form**”) executed by you (“**Customer**,” “**you**,” or “**your**”) and Area 1 (all ordered products and services, including any Software as defined below, collectively, the “**Services**”). These Terms (“**Terms**” or “**Agreement**”) apply to your use of the Services. By using the Services, you expressly accept all of the provisions of these Terms and represent to us that you are at least 18 years of age and are legally competent to enter into and agree to these Terms. You may not use or access the Services if you are barred from doing so under applicable law or have previously been suspended or banned from using the Services.

1. SERVICES.

1.1 Provision of Services. Area 1 will use commercially reasonable efforts to make the Services available for your access and use. The Order Form will specify the Services ordered and the applicable subscription term for the Services (“**Subscription Term**”). Area 1 provides all Services from locations of its choosing.

1.2 Users. You may grant your employees or contractors access to and authorize their use of the Services by supplying them with authentication credentials, including user identifications, passwords, and two-factor enablement (your “**Users**.”). User access and authorization expires at the end of the Subscription Term. You are fully responsible for Users’ compliance with this Agreement, including all activities that occur under or through your or User accounts. You will prevent unauthorized or improper access to, or use of, the Services, and notify Area 1 promptly of any such unauthorized use.

1.3 Software License. If the Services ordered by you under an Order Form include a license to Area 1’s Edge Connector software (the “**Software**”), Area 1 grants you a non-exclusive, non-transferable, non-assignable (except in accordance with Section 10.4) license, without right of sublicense, to install and use the Software during the applicable Subscription Term). By deploying the Software, you grant Area 1 permission to integrate the Services with your security edge devices by allowing: (a) you to select edge devices to which the Services will push its rules, and (b) Area 1 to track associated metrics, enabling Area 1 to report this data back to you and analyze it for research purposes.

1.4 Acceptable Use. You and your Users will use the Services (including the Software) solely for your internal business purposes in accordance with this Agreement and will access the Services only through the interfaces and protocols provided or authorized by Area 1. You and your Users will comply with all applicable laws and regulations in using the Services.

1.5 Restrictions. You will not, and will ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (b) to the maximum extent permitted by applicable law, reverse engineer, disassemble, or decompile, of any part of the Services, (c) interfere with or disrupt the integrity or performance of the Services; (d) attempt to gain unauthorized access to the Services or its related systems or networks; (e) create Internet “links” to or from the Services, or

“frame” or “mirror” any data or information provided to you by the Services, other than on Customer’s own intranets; or (f) modify or alter or create derivative works from the Services. You and your Users will not use the Services: (i) to infringe on, violate, dilute or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (ii) to store unlawful content; or (iii) to introduce or propagate any potentially malicious software code, link, content or attachment (e.g., “back door,” “Trojan horse,” “virus,” “worm,” “malware,” “spyware,” or “trackware”) or any other code, link, content, or attachment that was designed to, intended to, or that actually does: disrupt, disable, harm or otherwise impede the operation of, or provide unauthorized access to, any computer or other device; damages or destroys any data or file without consent (“**Malicious Data**.”); or gather personal information or request unwarranted payment through deceptive means.

1.6 Public Announcement. All press and media releases, public announcements, and public disclosures by either party relating to the Agreement shall be coordinated with and approved by both parties before release, with such consent not to be unreasonably conditioned, delayed, or withheld.

1.7 Changes to the Services. Area 1 has the right to change, modify, enhance, update or add to the Services and any aspect or feature thereof; provided that the Services specified in the applicable Order Form continue to be provided during the Subscription Term.

2. FEES & PAYMENT. Customer shall pay the fees for the Services as specified in the Order Form. Area 1’s fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (“**Taxes**”). You are responsible for paying all Taxes, excluding only taxes based on Area 1’s income. If Area 1 has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you unless you provide Area 1 with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. DATA COLLECTION; USE.

3.1 Data Collection. Area 1 may collect the following types of data in connection with the Services: (a) Customer Data; (b) Usage Data; (c) Phishing Data; and, if Area 1’s “Cloud Email Protection” services are included in the Services (d) Electronic Communications (as such terms are defined below).

3.2 Customer Data. “**Customer Data**” means all data or information made available or submitted by you or your Users to Area 1 or through the Services. You grant Area 1 a perpetual, irrevocable, royalty-free, transferable, worldwide right and license to collect and use the Customer Data (a) to provide the Services to you and your Users, and (b) to improve the Services. Except for the licenses granted by you to Area 1 to the Customer Data and Usage Data, all right, title, and interest in the and to Customer Data shall at all times remain with you.

3.3 Phishing Data. “**Phishing Data**” means all varieties of data or information regarding third party attempts to obtain sensitive information, and any Malicious Data, that Area 1 collects and identifies as suspicious in the course of performing the Services. You acknowledge and agree that Area 1 may (a) collect Phishing Data; and (b) save and analyze Phishing Data to provide you with

enhanced notifications or to create reports, summaries, analysis, and comparisons of the Phishing Data or other such derivative works. Area 1 will not disclose any Phishing Data or derivative works of Phishing Data in a manner that identifies or could reasonably identify you or any individual as the source of such Phishing Data, except if Area 1 is required to do so by court order or applicable law. You also grant Area 1 an exclusive (except as to you), perpetual, irrevocable, royalty- free, transferable, sublicensable, worldwide right and license to collect, use, analyze, store, reproduce, disclose, distribute, modify, create derivative works of and otherwise exploit without restriction all Phishing Data, including for the purpose of research and analysis and to develop, enhance, improve or provide any current or future products or services of Area 1 or its affiliates.

3.4 Customer Electronic Communication Detections. Area 1’s performance of the Services may require Area 1’s algorithms to access and analyze electronic communications, attachments or links associated with the electronic communications and affiliated network data from your information technology system (“**Electronic Communications**”). All right, title, and interest in and to the Electronic Communications shall at all times remain with you. Area 1 evaluates Electronic Communications via the Software exclusively through an automated process to determine whether such communications contain Phishing Data. During this detection phase, Area 1 personnel do not directly access any Electronic Communications and all communications not identified as constituting or containing Phishing Data by the Software pass directly to you. If the Software determines a communication may constitute or contain Phishing Data, the Software: (a) identifies such Electronic Communication as Phishing Data, (b) provides you with a notification that the Electronic Communication may constitute or contain Phishing Data, and (c) passes that Electronic Communication to you for further action. You grant to Area 1 a non- exclusive, royalty-free, worldwide right and license to (i) access and use the Electronic Communications via the Software in the manner described herein, (ii) collect the Phishing Data associated with such Electronic Communications, (iii) collect and retain Personal Information (as defined below) from the Electronic Communications and to disclose and distribute such Personal Information solely to you in connection with the notifications described in this Section 3.4, and (iv) a worldwide license to collect, access, and use the Metadata (as defined below) during the term of the Agreement for the purpose of performing analytics and metrics related to the Services and use such Metadata and the resulting analytics and metrics for maintaining, enhancing and improving the Services. “**Personal Information**” means information regarding or capable of being associated with an individual. “**Metadata**” means information associated with the attributes of an Electronic Communication. Metadata includes without limitation information within an Electronic Communication’s header fields but does not include the content of the Electronic Communication itself.

3.5 Usage Data. “**Usage Data**” means data that we collect relating to you or your Users’ use of the Services. You acknowledge and agree that Area 1 may (a) use Usage Data to improve, modify or provide the Services; and (b) disclose, publish, discuss or otherwise exploit aggregated Usage Data; provided that Area 1 does not disclose Usage Data in a manner that identifies you or your Users except if Area 1 is required to do so by court order or applicable law.

3.6 Authority to Grant Licenses. You represent and warrant that you have obtained all necessary rights, approvals and consents to provide to Area 1 the Electronic Communications, and to grant the licenses set forth above, including all consents and permissions from users of your email communications information technology system, and all rights, approvals and consents required

by any applicable laws, statutes, ordinances, judicial decisions, government rules, regulations, enforcement guidance and other applicable legal requirements.

4. PROPRIETARY RIGHTS.

4.1 Area 1 Technology. Subject to the limited rights expressly granted hereunder, Area 1 reserves all of Area 1's and/or its licensors right, title and interest in and to the Services including, but not limited to, the Software, content and all other technology, software, hardware, content, data and information (other than the Customer Data) related thereto or provided in connection therewith and all intellectual property rights therein and related thereto (collectively, "**Area 1 Technology**"). Area 1 also owns and retains all rights in and to the Area 1 name, the Area 1 logo, the www.area1.com domain name, and the product and service names associated with the Service. Other than as expressly set forth Section 1.3 above, no license or other rights in or to the Area 1 Technology or related intellectual property rights are granted to you or your Users.

4.2 Feedback. You agree that any and all suggestions for the Services and other feedback, information and reports that you provide to Area 1 ("**Feedback**"), are and will remain the property of Area 1. We may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Area 1 all right, title and interest (including without limitation all intellectual property rights) that you may have in and to all Feedback. At Area 1's request, you will execute any document, registration or filing required to give effect to the foregoing assignment.

5. CONFIDENTIALITY.

5.1 Confidential Information. During the term of this Agreement, each party or its employees, consultants, or agents may receive information of the other party that is proprietary or confidential ("**Confidential Information**"). The Confidential Information of Area 1 includes, without limitation, all Services and Area 1 Technology and the terms and conditions of this Agreement. Each party agrees to hold the Confidential Information of the other party in confidence and not to disclose such Confidential Information to any third parties except as expressly authorized by this Agreement or to use such Confidential Information for purposes outside the scope of this Agreement. Each party may disclose the Confidential Information of the other party only to its employees, consultants and agents who need to know such Confidential Information for the purposes of this Agreement and who are subject to confidentiality obligations at least as protective of the Confidential Information as those set out in this Agreement. Each party will advise its employees, consultants and agents of their responsibilities under this Agreement and will be responsible for any breach of this Section 5 by its employees, consultants or agents. Confidential Information does not include information that is: (a) part of, or becomes part of, the public domain (other than by disclosure by the receiving party in violation of this Agreement); (b) previously known to the receiving party without an obligation of confidentiality; (c) independently developed by the receiving party outside this Agreement; or (d) rightfully obtained by the receiving party from third parties without an obligation of confidentiality.

5.2 Exceptions. Either party may disclose the Confidential Information of the other party to the extent such disclosure is required to comply with applicable law or the valid order or

requirement of a governmental or regulatory agency or court of competent jurisdiction, provided that the disclosing party (a) restricts such disclosure to the maximum extent legally permissible; (b) notifies the party to whom the Confidential Information belongs as soon as practicable of any such requirement; and (c) that subject to such disclosure, such disclosed materials will in all respects remain subject to the restrictions set forth in this Agreement. Confidential Information disclosed by Area 1 to you may be disclosed by you to law enforcement agencies solely for the purpose of safeguarding your property or data, and solely in accordance with the obligations set out in (a)-(c).

5.3 Remedies. The parties acknowledge that their respective Confidential Information is unique and valuable, and that breach by a party of the obligations of this Section 5 regarding the other party's Confidential Information could result in irreparable injury to the other party for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or anticipated breach of this Section 5, the affected party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

6. WARRANTIES & DISCLAIMERS.

6.1 Legal Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

6.2 Disclaimer. YOU ACKNOWLEDGE THAT THE AREA 1 TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. AREA 1 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, CONTENT OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

7.1 Limitation of Liability. EXCEPT FOR AREA 1'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL AREA 1'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU UNDER THE ORDER FORM GIVING RISE TO THE ACTION, DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. AREA 1'S CUMULATIVE LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 WILL NOT EXCEED FIVE TIMES (5X) THE FEES PAID UNDER THE ORDER FORM GIVING RISE TO THE CLAIM, NOT TO EXCEED, ONE MILLION DOLLARS (\$1,000,000).

7.2 Exclusion of Consequential and Related Damages. EXCEPT FOR AREA 1'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL AREA 1 BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR OTHER INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AREA 1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION.

8.1 Indemnification by Area 1. Subject to this Agreement, Area 1 will at its expense defend you against any claim made or brought against you by a third party alleging that the Services as provided to you infringe the intellectual property rights of a third party (each, a “**Customer Claim**”), and will pay any damages finally awarded by a court or agreed to by Area 1 in a settlement with respect to such Customer Claim, and any reasonable attorney’s fees incurred in investigating or defending such Customer Claim; provided, that you (a) promptly give written notice of the Customer Claim to Area 1; (b) give Area 1 sole control of the defense and settlement of the Customer Claim (provided that Area 1 may not agree to any settlement that imposes any liability or obligation on you); and (c) provide to Area 1, at Area 1’s cost, all reasonable assistance. Area 1 will have no obligation under this Section 8.1 or otherwise regarding claims that arise from or relate to (i) your use of the Services other than as contemplated by this Agreement, (ii) any modifications to the Services made by any entity other than Area 1, (iii) any combination of the Services with services or technologies not provided by Area 1, or (iv) your use of the Services after termination of this Agreement. If in Area 1’s opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Area 1 liability, Area 1 may in its discretion (x) obtain a license to enable you to continue to use the potentially infringing portion of the Services, (y) modify the Services to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Services and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date. Area 1’s indemnification obligations set out in this Section 8.1 will be Area 1’s sole and exclusive liability and your sole and exclusive remedy for any Customer Claim.

8.2 Indemnification by Customer. Subject to this Agreement, you will at your expense defend Area 1 against any claims made or brought against Area 1 arising from or related to: (a) your breach of the license restrictions set forth in Sections 1.2 1.3, 1.4, or 1.5; or (b) use of the Services in a manner not contemplated in this Agreement, including any use that violates any applicable law or regulation or any right of a third party (each, a “**Area 1 Claim**”) and will pay any damages finally awarded by a court or agreed to by you in a settlement, and any reasonable attorney’s fees incurred in investigating or defending such Area 1 Claim; provided, that Area 1 (i) promptly gives written notice of the Area 1 Claim to you; (ii) gives you sole control of the defense and settlement of the Area 1 Claim (provided that you may not agree to any settlement that imposes any liability or obligation on Area 1); and (iii) provides to you, at you cost, reasonable assistance in connection therewith.

9. TERM & TERMINATION.

9.1 Term of Agreement. This Agreement commences on the earliest of the start date specified on the Order Form (“either the “Trial Start Date” or the “Service Start Date”) or the date of the last signature below and continues until all Subscription Terms have expired or have been terminated.

9.2 Trial Termination. If you are participating in a trial of Area 1 Services, you may terminate this Agreement and the associated Order form by providing written notice before the Service Start Date to support@area1security.com.

9.3 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice or such breach from the other party. Area 1 may terminate this Agreement for convenience with thirty (30) days written notice to you. Termination will not relieve you of your obligation to pay any fees accrued or payable to Area 1 prior to the effective date of termination.

9.4 Effect of Termination. Upon termination or expiration of this Agreement; (a) the license granted under Section 1.3 will terminate; (b) Customer will stop using the Services and the Software and content and destroy all copies of all documentation provided by Area 1; (c) Customer will reconfigure all email MX records such that those records no longer point to Area 1 Services; (d) Area 1 will have no further obligation to provide the Services; (e) Customer will pay any unpaid fees covering the remainder of any Subscription Term; and (f) each party shall destroy all copies of Confidential Information of the other party. The following provisions shall survive termination or expiration of this Agreement: Sections 1, 3, 4, 5, 6, 7, 8, 9.4, and 10.

9.5 Suspension, Limitation or Termination of Services. Area 1 is entitled, without liability to you, to immediately suspend, terminate or limit your access to the Services at any time in the event: (a) Area 1 determines that the Services are being used in violation of any applicable law or regulation; (b) Area 1 determines that the Services are being used in an unauthorized or fraudulent manner; (c) Area 1 determines that the use of the Services adversely affects Area 1’s equipment or service to others; (d) Area 1 is prohibited by an order of a court or other governmental agency from providing the Services; (e) of a denial of service attack or any other event which Area 1 determines, in its sole discretion, may create a risk to the Services or to any other customers if the Services were not suspended; or (f) of a security incident or other disaster that impacts the Services or the security of the Customer Data or any other data stored with such Services. Area 1 shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of your right to use the Services in accordance with this Agreement.

9.6 Auto-Renewal. If the Customer signs an Order Form that contains language that auto-renews the order, Area 1 can continue delivering the Services after the Service End Date with the same term and fee structure, unless modified by us prior thereto.

10. GENERAL PROVISIONS.

10.1 Relationship of the Parties. The relationship between the parties is and shall be that of independent contractors. Nothing contained in this Agreement creates an employment, principal-agent relationship, or joint venture between Area 1 and you or your Users, and neither party shall have the right, power or authority to obligate the other to any third party.

10.2 Notices. All notices permitted or required to be given under this Agreement must be in writing and will be deemed given when personally delivered, or upon receipt if sent by facsimile or other electronic means (provided that delivery to the recipient is confirmed), or sent by express courier, to such addresses as the parties may provide to each other in writing from time to time. Notices to Area 1 will be addressed to the attention of its Chief Executive Officer. Notices to Customer will be addressed to the individual identified in the applicable Order Form.

10.3 Waiver; Cumulative Remedies; Severability. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to any other remedies of a party at law or in equity. Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

10.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms) without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. This Agreement will be binding and inure to the benefit of the successors and permitted assigns of the respective parties.

10.5 Force Majeure. Except for a party's payment obligations, neither party will be liable or have the right to terminate this Agreement for any delay or failure to perform any of its obligations under this Agreement if such delay or failure to perform is caused by conditions beyond its reasonable control including without limitation acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), acts of terrorism, wars or insurrections.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties consent to the jurisdiction of the state and federal courts located in San Mateo County, California in connection with any dispute or controversy arising out of this Agreement and agree not to bring any action in any other jurisdiction.

10.7 Entire Agreement. This Agreement, including all exhibits and addenda hereto and each Order Form, constitutes the entire agreement between the parties, and supersedes all prior and

contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted; provided, that Area 1 has the right to modify the Terms of Use applicable to Users from time to time in its reasonable discretion without the approval of Customer or any User. In the event of any conflict between the provisions in the main body of this Agreement and the Order Form, any policies that we provided to you in writing or any exhibit, the terms of the main body of this Agreement will prevail to the extent of such conflict, except and to the extent the Order Form, the policies or any exhibit hereto expressly identifies by section any specific provision of the main body of this Agreement that the parties intend to override. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) will be incorporated into or form any part of this Agreement, and all such terms or conditions are rejected and are null and void.