

END USER LICENSE AGREEMENT

NovaMDR

Last Updated: May 21, 2024

This End User License Agreement (“**EULA**” or “**Agreement**”) is between you (or “**Customer**”) and ForeNova Technologies B.V. (“**ForeNova**” “**we**” “**our**” or “**us**”). This Agreement governs your use of the ForeNova Products and Services that are covered by this EULA.

Please carefully read and fully understand all terms and conditions of this EULA before using our Product and Services.

Evaluation. Any Evaluation provided by ForeNova is restricted to test scenarios. You shall not use the Evaluation with production data and must discontinue use of the Evaluation once the agreed-upon period expires or is terminated. The Evaluation is provided “AS-IS” without indemnification, support, or any kind of warranty, either express or implied.

CLAUSE 1 DEFINITIONS

- 1.1 “**Affiliate**” means any entity that is either directly or indirectly controlled by a party (such as a subsidiary) or exercises control over the party (like a parent company) or is jointly controlled in a manner where “control” means having the authority, whether through ownership of voting securities, contractual agreements, or other means, to direct or influence the management and policies of the entity.
- 1.2 “**Approved Source**” means ForeNova or a reseller that is directly or indirectly authorized by ForeNova to sell Forenova’s Products and Services to Customers.
- 1.3 “**Documentation**” means any information, instructions, guidelines, specifications, features and functionalities related to the Products, as officially released and made available by ForeNova for use by the Customer.
- 1.4 “**End User**” means any individual authorized by the Customer to use the Product and Services on behalf of the Customer.
- 1.5 “**End User Data**” means information, data, or content that is generated, provided, or processed by End Users while using the Services.
- 1.6 “**Evaluation**” means a product for proof of concept, beta testing, trial, evaluation, or other similar purposes.
- 1.7 “**Hardware**” means hardware-based products supplied by ForeNova regardless of whether a fee is charged for such hardware.
- 1.8 “**Product**” refers to Software provided other than as SaaS, and Hardware, or any combination thereof.
- 1.9 “**Services**” means Software provided as a service (SaaS), managed services, cloud-delivered security services, or any other professional services or support provided by ForeNova, regardless of whether a fee is charged.
- 1.10 “**Service Level Agreement**” is a document from ForeNova that provides detailed information about the Services, including specifics about roles and responsibilities, and may include specific, measurable key performance indicators.
- 1.11 “**Software**” means software embedded in Hardware and standalone software, whether provided with or without accompanying Hardware, including software provided as software-as-a-service, regardless of whether a fee is charged.
- 1.12 “**Term**” means the term for which the Product and Services are provided by ForeNova to the Customer, pursuant to the agreement between the Customer and the Approved Source.

CLAUSE 2 GENERAL

- 2.1 **Applicability.** As part of your agreement with an Approved Source, you accept the applicability of this EULA in respect to our Products and the Services that are governed by this EULA.
- 2.2 **Conclusion of Agreement.** The Agreement is concluded, and comes into effect, at the moment you accept the Approved Source's offer under the condition that the Approved Source is entitled to sell the specific Products and Services to you. Any deviating terms and conditions, including but not limited to purchasing or

other terms and conditions of Customer or any other third party, are not applicable to the Agreement and the delivery of the Products and Services by ForeNova, and are expressly rejected by ForeNova.

2.3 **Documentation and Service Level Agreements.** Our Products may be accompanied by specific Documentation and our Services may be offered under a specific Service Level Agreement. Services will be governed by a specific Service Level Agreement only if its applicability is expressly indicated by the Approved Source. If applicable, the Documentation and Service Level Agreement(s) shall be considered an integral part of the Agreement.

2.4 **Acquisition and fees.** You are obligated to carefully verify the authenticity of the sales qualification of the Approved Source and contact us if you have any doubt. You acknowledge and agree that if you obtain product or services having the same name as the Products and Services of ForeNova through any unauthorized third party, we will not be liable for any corresponding losses or damages brought to you.

Applicable fees will be set forth based on a quotation, purchase order, agreement, or any (other) document that forms part of the agreement you concluded with an Approved Source. You understand and agree that ForeNova reserves the right to terminate (in Dutch: *opzeggen*) or suspend your access to or use of the Product and Services at its discretion if you are in default with any payment obligations concerning the Product or Services due to the Approved Source.

CLAUSE 3 USE AND RESTRICTIONS

3.1 **Software Use Grant and Access to Services.** Subject to your compliance with this Agreement, and for the Term, ForeNova grants you a limited, non-exclusive, non-transferable right to access and use the Product and Services as purchased from an Approved Source:

- i. in accordance with this Agreement, and, if applicable, the Documentation and Service Level Agreements;
- ii. solely within the scope of the license or usage capacity as purchased from the Approved Source;
- iii. solely for your internal use, unless other use is expressly authorized by ForeNova in writing; and
- iv. via your third-party contractor who provides IT services solely for your benefit, provided they adhere to this Agreement.

All other rights in the Products or Services (including but not limited to any intellectual property, such as but not limited to copyrights, related to the source code of the Products and Services) are expressly reserved by ForeNova or its licensors.

3.2 **Use Restriction.** You shall not:

- i. use the Product or Services beyond the scope of the license and/or capacity purchased or in any manner contrary to the Agreement;
- ii. sell, resell, sublicense, or assign or otherwise transfer the Product or Services or any rights or interests in the Product or Services to any third party;
- iii. transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in Clause 3.3.2 below, unless expressly authorized by ForeNova in writing;
- iv. disclose, publish, or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third party contractor) run on the Product or Services, in whole or in part;
- v. modify, translate, adapt or create derivative works from the Product or Services, in whole or in part;
- vi. disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code, methodology, analysis, or results of the Product or Services, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- vii. remove, modify, or conceal any Product or Service identification, copyright, proprietary, intellectual property notices or other such marks on or within the Product or Services;
- viii. use the Product or Services to engage in any activity that violates this Agreement or applicable laws and regulations, or infringes any third party's legitimate rights or interests, including, without limitation, sabotaging or attempting to sabotage cyber security, accessing the network, using network resources or deleting, modifying, adding data and application programs stored, processed or transmitted in the network without authorization;
- ix. perform penetration or load testing on the Product or Services or ForeNova's platform or environment without the prior written consent of ForeNova and agree to certain conditions and requirements for such penetration or load testing;

- x. detect possible vulnerabilities or flaws in Products or Services or ForeNova's platform and system by scanning and other means, or release vulnerabilities or flaws in violation of relevant laws, or use the relevant vulnerabilities or flaws to engage in any behavior that damages the relevant Products or Services and ForeNova;
- xi. use the Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by ForeNova in writing;
- xii. duplicate the Products or Services, its methodology, analysis, or results unless specifically permitted under the Agreement;
- xiii. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious materials including but not limited to viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, or to store or transmit materials in violation of third-parties privacy or intellectual property rights;
- xiv. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Services, their related systems or networks, or any third-party data contained therein.

3.3 Customer's Representation and Responsibility

3.3.1 **Security.** You shall be solely responsible for maintaining the confidentiality and security of your accounts and authentication credentials providing access to the Products or Services and taking appropriate action to secure, protect, and backup your End User Data, and your account information in a manner that will ensure appropriate security and protection. You shall notify ForeNova without undue delay about any misuse of your accounts or authentication credentials you are aware of. Under no circumstance will ForeNova be liable for any unauthorized access or misuse of your account, or End User Data, unless such incidents are directly caused by our violation of the terms and conditions hereunder.

3.3.2 **Affiliate.** If you purchase the Product or access to the Services for use by an Affiliate of yours, you shall:

- i. inform your Approved Source that will allow your Affiliate to use the Product and/or Services for their own internal use;
- ii. provide each Affiliate with a copy of this Agreement;
- iii. ensure that each Affiliate complies with this Agreement;
- iv. be responsible and liable for any breach of this Agreement by each Affiliate; and where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from your Affiliates' use of the Product and/or Services in such jurisdictions.

3.3.3 **Compliance with applicable laws and regulations.** You warrant that:

- i. you have the full legal right, power, and authority to enter into this Agreement and your performance of this Agreement will not violate the terms of any contract, obligation, law, regulation, or ordinance to which you are or may become subject;
- ii. you will obtain all necessary licenses or approvals for your business activities or use of Products and Services that are required by relevant authorities and will comply with all applicable laws and regulations enacted from time to time;
- iii. have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all End User Data.

3.3.4 **Pentest Waiver and Warranties** If the Products or Services involve the investigation and reporting of security flaws and weaknesses ("**Penetration Tests**") in specific software, networks, systems, or other devices in use or operated by you or on your behalf:

- i. you grant ForeNova permission to operate, use, and scan the relevant software, networks, systems, infrastructures, and other objects as specified in the service delivery form or as otherwise agreed or indicated ("**Target**");
- ii. you declare that you have obtained the consent of all parties who may potentially be affected by the Penetration Test and have duly informed them of the investigation;
- iii. you grant ForeNova the right to disable or bypass any security measures in place, unless agreed otherwise;
- iv. you warrant that you own the Target and have the authority to commission Penetration Tests on the Targets, and if you do not own the Target, you must ensure that the owners, users, and/or operators have granted permission for the Penetration Test, and you shall be solely responsible for obtaining such permission and shall provide evidence of this permission in writing upon ForeNova's first request;
- v. if employees of ForeNova or its contractors are, in the context of Penetration Tests, arrested, administratively detained, or imprisoned by the competent authorities on suspicion of criminal or unlawful acts, you are obliged to make every effort to resolve this as quickly as possible;

- vi. you shall indemnify and hold ForeNova harmless from all third-party claims and legal actions directly or indirectly related to a Penetration Test;
- vii. you shall indemnify ForeNova in full for any fines or obligations to pay compensation imposed in connection (directly or indirectly) with a Penetration Test and for any reasonable legal costs incurred by ForeNova (such as costs of lawyers, legal advisers, and (technical) experts) in this regard;
- viii. you acknowledge that while ForeNova will make every effort to conduct Penetration Tests to the best of its ability, it cannot guarantee that all security flaws and weaknesses will be identified and reported; and
- ix. all aforementioned rights and claims stipulated for the benefit of ForeNova are also irrevocably stipulated for the benefit of third parties engaged by ForeNova in relation to the performance of the commissioned Penetration Tests.

CLAUSE 4 ACCOUNT MANAGEMENT

- 4.1 **Account.** You may assign available user account(s) to your End Users and third parties (including but not limited to your contractors and/or agents) and authorize them to access or use the Product or Services on your behalf. You shall be responsible for all the operations conducted by End Users and any authorized third parties. Any breach of this Agreement by your End Users or authorized third parties shall be deemed a breach by you. You shall defend, indemnify, and hold harmless ForeNova from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim concerning the dispute between you and any End User or third party.
- 4.2 **Account Registration.** To provide the Services and authenticate the identity of Customer, or to verify the authenticity and legality of the business that Customer conducts by using the Services when necessary as required by applicable laws and regulations, you shall fill in and submit true, lawful, and valid information ("**User Information**") in accordance with the requirements of ForeNova, including but not limited to contact information, business license related documents (if applicable). You understand and acknowledge that if you fail to submit the related User Information or complete the corresponding authentication in accordance with the applicable laws and regulations or ForeNova's requirements, you may not be able to use the Services. You shall keep the User Information current and notify ForeNova of any update in writing without undue delay.
- 4.3 **Account Management.** You shall have the necessary and appropriate rights to obtain the license to use the account for the Services by means of registration or other ways permitted by ForeNova. You may, within the scope of account authority that you have, configure the corresponding account authority for other administrators to access and use the Services based on your needs. You shall be solely responsible for managing other administrators of the Services authorized by you and guarantee that they will comply with the terms and conditions of this Agreement, and you shall be liable for their breach of this Agreement.
- 4.4 **Account Security.** An account is personal and may not be shared, unless expressly authorized by ForeNova or this Agreement. ForeNova may assume that all actions performed from an account are carried out under the direction, supervision and with the approval of the Customer. The accounts will be used as a basis of your identification to use the Services, you shall take necessary and effective measures of confidentiality and security (including but not limited to access control, high-intensity password setting) to protect the usernames, passwords, and other information. The accounts for the Services shall be for your own use only, if you authorize third parties to manage your accounts for the Services, you shall establish your authority control mechanism, in particular, completing the handover (for example, changing password, changing login method, setting account protection, etc.) in time when user changes occur.
- 4.5 **Account Issues.** In the event that account credentials for the Services are (presumably) leaked or used by others without your authorization ("**Account Issues**"), you shall immediately notify ForeNova in an effective way and provide ForeNova with necessary information (for example, User Information, descriptions of the situation, proofs, and requests, etc.) for verification. Customer shall immediately take all measures that are reasonably necessary, desirable and possible to prevent misuse of the account(s). These measures may include, for example, changing the password associated with an account. ForeNova is entitled to deal with the Account Issues pursuant to the applicable laws, regulations, and other corresponding agreements after receiving your effective notification and completing the verification of your identity. You shall be liable for all the corresponding legal consequences arising out of or resulting from the Account Issues. ForeNova will not be liable for any losses or damages brought to you due to the information you provided to ForeNova being defective, which makes ForeNova fail to verify your identity or confirm your request so as to fail to deal with the issues in time.

- 4.6 **Account Deregistration.** ForeNova is entitled to block or deregister your accounts of the Services when your use of the Services is suspended or terminated in accordance with the Agreement.

CLAUSE 5 PERFORMANCE OF THE AGREEMENT

- 5.1 **Commitment.** ForeNova shall use reasonable efforts to provide the Products and Services in accordance with the Agreement, the Documentation, and any Service Level Agreements insofar applicable.
- 5.2 **Disclaimer.** ForeNova does not guarantee or warrant that (a) the use of the Products and the Services will identify, locate, or discover all system threats, vulnerabilities, malware, or malicious software; (b) the Products and Services will meet your requirements, (c) the Products and Services will be uninterrupted or error-free, nor (d) the Products and Services will protect against all possible threats whether known or unknown.
- 5.3 **Third Party Products.** ForeNova may make available to you the third-party products and/or services that contain features designed to interoperate with the Products and Services. Unless ForeNova provides you with certain commitments in writing, ForeNova maintains independence from products of any third party and makes no warranty about the mutual compatibility.

CLAUSE 6 LIMITATION OF LIABILITY

- 6.1 **Limitation.** ForeNova's liability for loss and/or damages or other claims resulting from an attributable failure in the performance of the Agreement (including any warranty obligations and indemnifications contained therein), an unlawful act or otherwise, for each event (where a series of consecutive events is considered to constitute a single event) will be limited to the amount (exclusive of VAT) of the fees you paid for the Products and/or Services directly to ForeNova and/or to the Approved Source in the twelve (12) months prior to the event giving rise to the claim. In case the Agreement at that moment has not yet been effective for twelve (12) months, the amount of the limitation will be the average amount that you paid, or are expected to pay, per month, times twelve (12).
- 6.2 **Disclaimer of indirect damages.** Without prejudice to the foregoing, ForeNova is expressly not liable for indirect damages. Indirect damages in the present case means lost business, lost data, lost profit, lost savings, reduced goodwill and damage due to business interruption.
- 6.3 **Conditions.** The liability of ForeNova due to an attributable failure in the performance of the Agreement only arises if Customer gives ForeNova immediate and proper notice of default in writing, thereby setting a reasonable term to remedy the failure, and ForeNova continues to attributable fail in the performance of its obligations after that term. The notice of default must contain as detailed a description as possible of the failure, so that ForeNova is able to respond adequately. Any limitation or exclusion of liability stipulated in the Agreement shall not apply in the event that the loss and/or damage is attributable to (1) willful misconduct or deliberate recklessness on the part of ForeNova's management, (2) death or bodily injury. Regardless of the law, no claim or cause of action, regardless of form, arising out of or in connection with these terms may be asserted by the Customer more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of those facts by that time are known to, or reasonably ought to have been discovered by Customer.
- 6.4 **Force Majeure.** Under no circumstances will ForeNova be liable for any delay or failure in performance of the Agreement (including for damage's loss of data, or interruption of business) due to events outside ForeNova's reasonable control ("Force Majeure"), including without limitation acts of God, earthquakes, floods or other natural disasters, epidemics, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, strikes, acts of terrorism, fire, network security incidents (including but not limited to computer viruses, trojan horses or other malicious programs, hacker attacks), failure of telecommunications services or other circumstances beyond its reasonable control.

CLAUSE 7 INDEMNIFICATION

- 7.1 **ForeNova's Indemnification and Procedure.** ForeNova will defend, at its expense, any third-party action or suit against you alleging that the Product or Services infringe or misappropriates such third party's patent, copyright, trademark, or trade secret ("**IP Claim**"), and ForeNova will pay damages awarded in the final judgment against you or agreed to in settlement by ForeNova to the extent attributable to any such Claim; provided that you:
- i. promptly notify ForeNova in writing of the IP Claim;

- ii. give ForeNova sole control of the defense and settlement of the IP Claim; and
 - iii. reasonably cooperate with ForeNova's requests for assistance with the defense and settlement of the IP Claim. ForeNova will not be bound by any settlement or compromise that you enter into without ForeNova's prior written consent.
- 7.2 **Customer's Indemnification.** You will defend, at your expense, any IP Claim against ForeNova arising from an (alleged) infringement by (ForeNova's use in accordance with and for the performance of the Agreement of) or End User Data, as applicable. In addition, ForeNova will have no obligations or liability arising from your or any End Users' use of the Products and Services after ForeNova has notified you to discontinue such use.
- 7.3 **Exclusions.** ForeNova's obligations under Clause 7.1 shall not apply to the extent any IP Claim results from or is based on:
- i. modifications to the Products or Services made by a party other than ForeNova or its designee;
 - ii. the combination, operation, or use of Products or Services with hardware or software not supplied by ForeNova, if an IP Claim would not have occurred but for such combination, operation, or use;
 - iii. failure to use the most recent version or release of the Products or Services, or an equally compatible and functionally equivalent, non-infringing version of the Products or Services supplied by ForeNova to address such claim;
 - iv. ForeNova's compliance with your explicit or written designs, specifications, or instructions;
 - v. use of the Product or Services not in accordance with Agreement, Documentation, Service Level Agreement and/or any other instructions provided by ForeNova under the Agreement;
 - vi. your failure to modify or replace the Product as required by ForeNova; or
 - vii. any Product or Service provided on a no-charge, beta, or evaluation basis.

CLAUSE 8 CONFIDENTIALITY

- 8.1 **Confidential Information.** "Confidential Information" means the non-public information (including but not limited to price, marketing plan of products and/or services, business planning and strategy, customer list and information, financial information, product development status or relevant, or technical solutions.) that is exchanged between the parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). Notwithstanding the foregoing, Confidential Information does not include information that the Recipient can prove by credible evidence:
- i. was in the public domain at the time it was communicated to the Recipient;
 - ii. entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
 - iii. was in Recipient's possession free of any obligation of confidentiality at the time it was communicated to Recipient;
 - iv. was disclosed to the Recipient free of any obligation of confidentiality; or
 - v. was developed by the Recipient without the use of or reference to the Discloser's Confidential Information.
- 8.2 **Use of Confidential Information.** Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance, but no less than reasonable cautiousness. The foregoing obligations will not restrict the Recipient from disclosing Discloser's Confidential Information under the following circumstances:
- i. pursuant to an order issued by a court, administrative agency, or other governmental branches, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
 - ii. on a confidential basis to its legal or professional financial advisors; or
 - iii. as required under applicable securities regulations.
- 8.3 **Term of obligations.** The foregoing obligations of each party shall be effective during the Term.

CLAUSE 9 DATA PROTECTION

- 9.1 ForeNova will process End User Data solely for the purpose of fulfilling its obligations under the terms of this Agreement.
- 9.2 To the extent ForeNova processes personal data as data processor on behalf of the Customer, such personal data will be processed in accordance with the ForeNova Data Processing Agreement which forms an integral part of the Agreement.

CLAUSE 10 INTELLECTUAL PROPERTY

- 10.1 ForeNova and its Affiliates retain all rights to intellectual and intangible property relating to Products and Services, including but not limited to copyrights, patents, trade secret rights, trademarks, and any other intellectual property rights therein unless otherwise indicated. Except where agreed in writing, nothing in this Agreement transfers ownership in or grants any license to, any intellectual property rights to you. ForeNova may use any feedback you or your End Users provide in connection with your use of the Product as part of its business operations, without your further approval or compensation to you being required.

CLAUSE 11 TERM AND TERMINATION

- 11.1 **Term.** This Agreement remains effective as long as the Customer's agreement with an Approved Source for Products and Services is active, unless terminated as per the terms of this Agreement.
- 11.2 **Termination.** If either party materially breaches this Agreement or any applicable agreement with the Approved Source and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate (in Dutch: *opzeggen*) this Agreement with immediate effect. For example, ForeNova may terminate or suspend your access to or use of the Product or Services if ForeNova reasonably believes that you or End User are using the Product or Services in a manner or for a purpose that is in violation of this Agreement. Furthermore, ForeNova may terminate or suspend the performance this Agreement if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
- 11.3 **Effect of Termination.** Upon termination, you shall immediately cease using the Products and Services, and pay the Approved Source any unpaid fees calculated to the termination date. If you continue to use or access the Product or Services after termination, the Approved Source may invoice you, and you agree to pay, for such continued use. Under no circumstances will ForeNova be liable for any loss or damage caused by the unilateral termination of this Agreement due to your violation or breach of this Agreement. The parties agree that section 6:271 of the Dutch Civil Code and the effect of its provisions are excluded. This means that in case of dissolution (in Dutch: *ontbinding*), the parties will not have an obligation to undo performances they already received.
- 11.4 In case the agreement between Customer and the Approved Source in respect of the Products and/or Services has come to an end, ForeNova shall be entitled to directly contact Customer in respect of possible continued provision of the Products and/or Services by ForeNova or a different Approved Source. Parties agree that article 7:408(1) of the Dutch Civil Code shall not apply to the Agreement.

CLAUSE 12 TEMPORARY SUSPENSION AND OTHER MEASURES

- 12.1 ForeNova may suspend your right to access or use any portion or all of the Product or Services, or may take other measures, under the circumstances listed below. ForeNova shall not be liable for any damages as a result of such suspension or measures.
- i. **Regular or Emergency Maintenance.** ForeNova may overhaul, maintain, upgrade, or optimize the Products or Services at ForeNova's discretion ("**Regular Maintenance**") for the purpose of enhancing or refining the Product or Services, during which time you may experience some disruption to the Product or Services. In case of force majeure, fault of telecom foundation provider or other events, ForeNova may need to perform emergency maintenance and temporarily suspend your access to, or use of ForeNova's Product or Services ("**Emergency Maintenance**").
 - ii. **Major Adjustments.** To ensure the security and stability of the Product or Services, ForeNova may make major adjustments (including but not limited to data center migration and device or server replacement). The aforesaid circumstances may cause the interruption or suspension of the Product or Services within a reasonable time.

- iii. **Customer's Misuse of the Product or Required by Authorities.** ForeNova reserves the right to suspend your access to or use of the Product in the event your use of the Product is in violation of the Agreement or poses an imminent threat to ForeNova's network, platform, system or if directed by a court or competent authority.

In such cases, ForeNova will:

- i. suspend such Products or Services only to the extent reasonably necessary to prevent any harm to ForeNova;
- ii. use reasonable efforts to notify you in advance as soon as feasible or permitted and give you the opportunity to promptly change the configuration of your server(s) accordingly and/or work with you to promptly resolve the issues causing the suspension of such Products or Services; and
- iii. reinstate any suspended Products or Services immediately after any issue is abated. You understand and agree that, to protect your legitimate interest or other major public interest, the Emergency Maintenance may be performed without providing you advance notice, but ForeNova endeavors to notify you as soon as possible.

12.2 **Effect of Suspension.** If we suspend your right to access or use any portion or all of the Product or Services in accordance with the Agreement, you remain responsible for all fees and charges you incur during the period of suspension and you shall not be entitled to any service credits or warranty, if any, for any period of suspension.

CLAUSE 13 MISCELLANEOUS

13.1 **Relationship.** We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party nor any of their respective Affiliates is an agent of the other for any purpose or has the authority to bind the other.

13.2 **Assignment.** You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may transfer (our rights and obligations of) this Agreement without your consent i) in connection with a merger, acquisition, or sale of all or substantially all of our assets, or ii) to any Affiliate or as part of a corporate reorganization, or iii) to any other third party. In such case, the party to which the (rights and obligations of) this Agreement are transferred to is deemed substituted for ForeNova as a party to this Agreement and ForeNova is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.3 **Entire Agreement.** This Agreement, the Data Processing Agreement, any applicable Service Level Agreement and any documents referenced herein as being part of the Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, understanding, and communications between parties with respect to the subject matter hereof.

13.4 **Amendments.** We reserve the right to amend the Agreement, including applicable Documentation and Service Level Agreements at any time. If we make changes, where applicable, we will notify you at least 30 days before the changes take effect. If you are not willing to agree to the changes as notified, your sole remedy shall be to terminate the Agreement by written notice to ForeNova against the date the changes take effect. Do note that termination of this Agreement shall not have any effect on agreements you have with your Approved Source in respect of the Products and Services. Your use of our Products and Services from the effective date, constitutes acceptance of the changes.

13.5 **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.6 **No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.7 **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such interpretation is not possible, the portion will be revised by the parties to accomplish the objectives of the original portion to the greatest extent possible. If such revision

is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

- 13.8 **Notice.** We may provide notice to you under this Agreement by i) posting a notice on our website, pushing system notification, popping up on the Product or Services interface or customer portal (which will be effective upon posting), ii) by email or text, either directly or via your Approved Source. You shall be responsible to keep your contact information (including but not limited to your email address, and phone number) current and accurate.
- 13.9 **Headings.** The headings, including article titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any of its provisions.
- 13.10 **Language.** This Agreement is prepared and executed in English. Any other language version (if applicable) of this Agreement is provided for reference only. In the event of any inconsistency between the English version and the other version, the English version shall prevail.
- 13.11 **Cumulative Remedies.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.
- 13.12 **Trade Compliance.** In connection with this Agreement, both parties shall comply with the applicable export and sanction laws and regulations of the United Nations, China, the United States, and other countries. You represent and warrant that you, or any party that owns or controls you, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the listed maintained by the United Nations Security Council, the United States Government, the European Union or its Member States, or other applicable government authority. You shall be solely responsible for compliance related to your Services, access, and use of the Product.
- 13.13 **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its rules for choice of law. Each party irrevocably agrees that all disputes which may arise out of or in connection with the Agreement shall be resolved by the courts in the Netherlands, in the district of Amsterdam, unless rules of mandatory law prescribe otherwise.
- 13.14 **Auditing Customer Compliance.** You authorize ForeNova and its independent advisors to conduct an audit, limited to once per twelve-month period or when ForeNova has reasonable grounds to suspect non-compliance with the Agreement, to verify your adherence to this Agreement. Should the audit unveil any non-compliance, particularly concerning usage beyond the agreed scope, you agree to promptly remit the relevant additional Product or Services fees along with reasonable audit expenses, as determined by ForeNova.
- 13.15 **Survival.** Articles regarding intellectual property, limitations of liability, disclaimers, indemnification, confidentiality, governing law, and dispute resolution, and this miscellaneous section shall survive termination of this Agreement.
- 13.16 **Conflict.** If there is any conflict between this Agreement and the purchase order, agreement, or contract, signed between you and the Approved Source, the provisions of this Agreement shall prevail in relation between ForeNova and the Customer.

ADDENDUM TO THE END USER LICENSE AGREEMENT

This NovaMDR Addendum (“**Addendum**”) to the End User License Agreement (“**Agreement**” or “**EULA**”) is entered into between the Customer and ForeNova. The Addendum adds additional terms specific to NovaMDR (defined below). All capitalized terms not defined in this Addendum will have the meanings set forth in the Agreement. In the event of any material conflict between the terms in the Agreement and this Addendum, the terms in this Addendum shall prevail for purposes of NovaMDR.

CLAUSE 1 PRODUCT SUMMARY

NovaMDR is a managed detection and response service that leverages human and machine intelligence to help organizations detect and respond to security threats. NovaMDR uses ForeNova’s state-of-the-art AI-based threat detection and response technologies and global threat intelligence to enhance detection accuracy and quickly respond to threats. NovaMDR’s global team of security experts work around the clock, continuously analyzing threats to provide Customers with guidance on how to respond to these threats.

CLAUSE 2 REMOTE-CONTROL FUNCTION

- 2.1 **Remote control.** To be able to implement and provide the Products and Services correctly, it may be required that you provide ForeNova's technical team with remote access to Collectors based on your configuration in the integration settings of the Collectors, and to provide them the relevant authority such as, command issuing for fixing related risk issues.
- 2.2 **Enabling or disabling, consequences.** By enabling the remote-control function in the integration settings of Collectors, you acknowledge and agree to authorize ForeNova to remote access to the designated devices and conduct relevant operations for the provision of the Products and Services. ForeNova will not perform any harmful operation on Collectors or the related business systems by means of remote access. You can disable the remote-control function by operating in the console of Collectors, you acknowledge and understand that disabling the remote-control function may prevent ForeNova from providing you with the Products and/or Services. Under no circumstance will ForeNova be liable for any adverse consequences resulting from your disabling of the remote control or use of this function in violation of this Agreement or any applicable laws and regulations.
- 2.3 **Collectors.** Referred to as a Device in the Customer Security Portal, a Collector is a system, device, appliance, or application that collects, inspects, and analyzes raw telemetry and signals to generate logs.

CLAUSE 3 MICROSOFT 365 LOG ANALYSIS.

- 3.1 **Purpose.** To help Customer improve the identification and email security as well as enhance the management operational efficiency, NovaMDR will provide Customer with the function of Microsoft 365 Log Analysis.
- 3.2 **Configuration and Authorization.** If Customer makes the relevant configuration through the NovaMDR Portal (access path: Settings > App Connection) and authorizes NovaMDR to obtain the relevant application permissions on the Microsoft 365 page, NovaMDR will collect and analyze the relevant logs of the Microsoft 365 application and generate automated alerts, advanced data analysis or custom reports. Customer can refer to the authorization page of Microsoft 365 for the details of application permissions, and the specifics of the relevant log processed by NovaMDR can be referred to the Data Processing Agreement of NovaMDR.