

End User License Agreement

THIS EULA SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH CLOUDSPHERE GRANTS TO END USER THE RIGHT TO USE CLOUDSPHERE SERVICES AND ACCOMPANYING DOCUMENTATION.

- 1 License Grant.** Subject to the terms and conditions of this EULA End User is granted a nonexclusive and non-transferable right to access the Services using the credentials provided to End User for End User internal business purposes.
- 2 Scope of Authorized Use.** End User may use the Services only as expressly permitted under this EULA and in accordance with the user guides and other documentation provided by CloudSphere or our authorized Reseller.
- 3 Restrictions.**
 - a. *Proprietary Rights.* This is a license only and no title passes to End User. With the exception of the license granted under this EULA, CloudSphere retains all right title and interest to the Services and all related intellectual property and proprietary rights.
 - b. *Derivative Works, Reverse Engineering.* End User may not create any derivative works of the Services except to facilitate End User's authorized use of the Services, provided that End User's use of such limited derivative works is subject to this EULA. End User may not modify, decompile, translate, disassemble or reverse engineer the Services except if the laws of End User's jurisdiction proscribe the enforcement of such prohibitions but then only to the extent actually permitted, and for the limited purposes specifically contemplated, by applicable law.
 - c. *Commercial Exploitation.* End User may not distribute, rent, lease or transfer the Services or any portion thereof, or use the Service, or any portion thereof, in a commercial hosting, application service provider, or service bureau environment.
- 4 Term/Termination.** CloudSphere may terminate this EULA if End User breaches this EULA and fails to remedy such breach after thirty (30) days. Notwithstanding the preceding, CloudSphere may immediately terminate this EULA if End User breaches Section 2 or 3 of this EULA. Upon any termination, CloudSphere will immediately terminate End User's access to the Services.
- 5 Disclaimer.** CloudSphere disclaims all warranties, either expressed or implied, with respect to the licensed software, its quality, performance, non-infringement, merchantability, or fitness for a particular purpose.
- 6 Limit of Liability.** To the maximum extent permitted by applicable law, CloudSphere's entire liability under this EULA will be limited to the amount paid by End User for the services in the year preceding the rise of the liability. In no event will CloudSphere be liable for indirect, special, incidental or consequential damages arising out of the use or inability to use the services, including without limitations damages for lost profits, loss or corruption of data, costs of procurement of substitute technology or services, even if advised of the possibility of such damages. The parties agree that the limitations and exclusions of liability and disclaimers specified in this EULA will survive and apply even if the limited remedies are found to have failed of their essential purpose.
- 7 End User Liability.** End User will indemnify, defend, and hold CloudSphere harmless from and against any third-party suit, claim or other legal action (including but not limited to any governmental investigations, complaints, and actions) arising from the use of the Services by End User or any of its Users. End User shall be primarily responsible for the actions of any Users authorized to use the System by End User.
- 8 Severability.** If any provision of this EULA is unenforceable or invalid, such provision(s) shall be amended to achieve as nearly as possible the original intent and the remainder of the EULA shall remain in full force and effect.
- 9 Miscellaneous.** This EULA constitutes the entire agreement between End User and CloudSphere relating to the Services. Any additions to, or modifications of, this EULA will be binding upon the parties only if in a writing duly executed by End User and CloudSphere. End User may not transfer the Services or assign this EULA without CloudSphere's prior written consent.
- 10 Resellers.** End User agrees that (i) the terms and conditions of any purchase order or any other agreement between End User and the Reseller which conflict with the terms and conditions of this EULA are not binding on CloudSphere; and (ii) the Reseller is not CloudSphere's agent and is not authorized to alter, amend or modify the terms of this EULA. CloudSphere makes no representation or warranty with regard to any services provided by any Reseller. The waiver or failure of either party to exercise in any respect any right provided for in this EULA will not be deemed a waiver of any further or future right under this EULA.

- 11 **COMMUNICATIONS ACCESS: THE OPERATION AND AVAILABILITY OF THE METHODS USED FOR ACCESSING, INTERACTING OR TRANSMITTING INFORMATION TO OR FROM ESERVICE, INCLUDING TELEPHONE, COMPUTER NETWORKS, AND THE INTERNET, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SERVICES. CLOUDSPHERE SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO OR USE OF THE SERVICES OR THE IMPACT SUCH INTERFERENCE OR PREVENTION MAY HAVE ON CLOUDSPHERE'S ABILITY TO PERFORM THE SERVICES.**
- 12 **Data Accuracy: CloudSphere will have no responsibility or liability for the accuracy of data uploaded to the Service by End User, including without limitation End User Data and any other data uploaded by Users.**

CloudSphere Cyber Asset Management Platform

Licensing and Service Detail

Licensing Details:

- Licensing is on a per Cyber Asset basis.
- Cyber Asset (CA) based license units:
 - A Service Credit is consumed when a Cyber Asset of a type referenced in the table below is first scanned and logged by the Services. An additional Service Credit is consumed every 30 days thereafter as long as such Cyber Asset remains logged by the Services.
 - An End User may remove a Cyber Asset from the log at any time. There is no refund or accounting for Cyber Assets logged for less than 30 days. A Cyber Asset removed from the log by the End User and then rescanned will be treated as if it were scanned for the first time.
- Cyber Asset Definition: Every Operating System instance installed on a physical, virtual or cloud system.

Service Plan:

- Starting 60 days after the commencement of the initial subscription term, a minimum of 100 Service Credits will be consumed each 30-day month, including all months in any renewal term.
- Any Service Credit not used during the subscription term shall be forfeit unless a new order for a minimum of 1,000 Service Credits is placed within the current term.
- Upon consumption of all ordered Service Credits for a Tenant:
 - Cyber Assets in the system will continue to be scanned and refreshed without service interruption during the annual subscription term.
 - Service Credits purchased to cover excess consumption will be subject to a 10% pricing premium.
 - Payment details must be confirmed for applicable Tenant in advance (credit card or invoicing)

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