

*Last Modified: Mar 25, 2021*

Blue Hexagon Inc. and its subsidiaries and affiliates (collectively, “**Blue Hexagon**,” “**we**,” “**our**,” or “**us**”) provide: (1) a website that may be accessed at <https://bluehexagon.ai/> (or a successor site or subdomain) (each a “**Site**”); (2) our technology solutions designed to address cyber threats with our deep learning platform provided to detect known and unknown network threats (the “**Platform**”); (3) our hardware products, which may include sensors, accessories and other hardware products and appliances and that may contain software that we may sell or offer for sale from time to time (the “**Blue Hexagon Products**” or “**Products**”); (4) computer software and firmware and any underlying technology that may be installed on or embedded in Blue Hexagon Products or otherwise provided by Blue Hexagon, including in the Platform, applicable updates, patches, or new releases that Blue Hexagon or its licensors may provide from time to time (the “**Software**”) and (5) subscription services (the “**Subscription Services**”).

The term “**Services**” means, collectively, the Sites, the Platform, the Blue Hexagon Products, the Software and the Subscription Services, and any other online service or software provided in connection with any such services.

The term “**you**,” means any person or entity who accesses or uses any Services, including Owners (as defined in Section **2(b)**.) and Authorized Users (as defined in Section **2(b)**.).

These Terms of Use (the “**Terms**”) ARE THE PRIMARY AGREEMENT THROUGH WHICH YOU MAY USE OUR PRODUCTS AND SERVICES. THE SUPPLEMENTAL DOCUMENTS (DEFINED BELOW IN SECTION **1(a)**.) SET FORTH ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO YOUR USE OF CERTAIN SPECIFIED PRODUCTS AND SERVICES AS FURTHER DESCRIBED IN SUCH DOCUMENTS.

Please read these terms AND ALL SUPPLEMENTAL DOCUMENTS carefully. BY USING THE SERVICES (INCLUDING THE SITES), PLACING AN ORDER OR CLICKING A BUTTON OR CHECKING A BOX MARKED “I AGREE” OR SOMETHING SIMILAR, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH YOUR ACCESS TO, USE OF AND (AS APPLICABLE) PURCHASE OF THE SERVICES AND PURCHASE OF PRODUCTS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY (SUBJECT TO SECTION **1(b)(ii)** BELOW) TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE, SUBJECT TO SECTION **1(b)(ii)** BELOW, OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING AND USING THE SERVICES.

You acknowledge and agree that, as provided in greater detail in these Terms:

- These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction.
- AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATES OF THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES.
- These Terms contain disclaimers and exclusions of warranties and a limitation of liability that affect you only to the extent permitted by law. To the extent that the jurisdiction that is applicable to you does not allow the disclaimer and exclusion of warranties or limitation of liability included in these Terms, then those sections do not apply to you.
- You consent to the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please follow the instructions in the “Dispute Resolution and Arbitration” section below if you wish to opt out of this provision.
- Blue Hexagon reserves the right to make changes to these Terms in accordance with Section 12(a). of these Terms.

## 1. Overview

- Overview and Relation to Other Documents.** These Terms govern your use of the Services. In addition to any and all applicable terms and conditions in these Terms, the following documents (the “**Supplemental Documents**”) govern your access to, use of and (if applicable) purchase of the Services and Products, in the manner described below:
  - Additional terms applicable to your purchase of the Services are set forth in an Order. An “Order” means Blue Hexagon’s applicable ordering document or process describing the Services and Blue Hexagon Products you are ordering from us and, as applicable, their permitted scope of use. As applicable, the Order will identify: (A) the Services, including the type and quantity of Blue Hexagon Products (B) the term for Subscription Services, (C) any scope of use parameters and (D) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment.
  - Our collection, processing, and use of information about you or that you provide to us is described in our [Privacy Policy](#) (the “**Privacy Policy**”).
  - Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features.

**The Supplemental Documents are supplemental to these Terms and by agreeing to these terms, you are also agreeing to accept and abide by the Supplemental Documents applicable to the Products and Services you access and use.**

### b. Eligibility

- This is a legal contract between Blue Hexagon and you or the entity you represent in connection with your access and use of the Services. You may use the Services only if you can form a binding contract with Blue Hexagon (except subject to the provisions of Section 1(b)(ii) below), and

only if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Only individuals age 18 and older are permitted to act as Owners of Blue Hexagon Accounts.

2. If you are an Authorized User (as defined in Section 2(b)), you represent and warrant that you are over the age of 13, and in the event you are between the age of 13 and the age of majority in the jurisdiction where you reside, that you will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by Blue Hexagon.

- c. **Term and Termination** – These Terms will remain in full force and effect until the date of expiration or termination of your Subscription Services as set forth in the applicable Order, unless terminated in accordance with the provisions of these Terms. At any time, Blue Hexagon may (i) suspend or terminate your rights to access or use the Services or (ii) terminate these Terms with respect to you if Blue Hexagon in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. Unless expressly agreed to in accordance with Section 12(f), if you transfer a Blue Hexagon Product to a new owner, then (1) your right to use the Services with respect to that Blue Hexagon Product automatically terminates; and (2) the new owner will have no right to use the Blue Hexagon Product or Services under your Account (as described below) and will need to register for a separate Account with Blue Hexagon. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

## 2. Accounts

- a. **Your Account.** To use certain parts of the Services, you may need to register for a user account (“Account”) and provide certain information about yourself as prompted by the applicable registration form. By registering for an Account, you represent and warrant that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify Blue Hexagon of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Blue Hexagon is not liable for any loss or damage arising from your failure to comply with the above requirements.
- b. **Account Ownership.** We maintain different types of Accounts for different types of Users. If you are an individual and open an Account on behalf of a company, organization, or other legal entity, then you are the “Owner” of that Account and (i) “you” and “your” includes you, and that company, organization or other legal

entity, and any and all Authorized Users (defined below); (ii) you represent and warrant that you are an authorized representative of such company, organization or legal entity with the authority to bind it to these Terms, and that you agree to these Terms on company's organization's or legal entity's behalf. Individuals who are invited, enabled or permitted to access an Owner's Blue Hexagon Products and Services are "Authorized Users." Authorized Users may have the ability to use the Services and monitor and control the Blue Hexagon Products. Authorized Users may also have the ability to view information (including personal information) and content across all of an Owner's Blue Hexagon Products, and Services with Blue Hexagon connections. Authorized Users are responsible for their own actions in connection with the Blue Hexagon Products and Services, but Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner's Blue Hexagon Products, Services and Account. If you are an Owner who invites, enables or permits an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite, enable or permit other individuals with the same access and ability to use your Blue Hexagon Products and Services set out above, and that these other individuals shall also be deemed "Authorized Users" for all purposes. As a result, if you are an Owner, you should authorize only those individuals that you trust to access your Account, Blue Hexagon Products, and Services. If you order the Services through an authorized partner or reseller of Blue Hexagon (the "**Reseller**"), then you are responsible for determining whether the Reseller may serve as an Owner or Authorized User and for any related rights or obligations in your applicable agreement with the Reseller. As between you and Blue Hexagon, you are solely responsible for any access by Reseller to your accounts or your other Authorized User Accounts.

- c. **No Blue Hexagon Responsibility for Authorized Users.** Blue Hexagon is not responsible for any Authorized User's behavior, or for any personal injury, death, property damage, or other harm or losses arising from or relating to their use of the Services.

### 3. Access and Use of the Services

- a. **Grant of Access.** Subject to these Terms, including the payment of Fees, and the applicable Supplemental Documents, Blue Hexagon grants you a limited, non-transferable, non-exclusive, right and license to access and use the Services solely for your personal, noncommercial internal use and deployment and only as permitted by the features of the Services.
- b. **Automatic Software Updates.** Blue Hexagon may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Blue Hexagon Products or Services. These may be installed manually or automatically without providing any additional notice or receiving any additional consent ("**Updates**"). You consent to such automatic updates. If you do not want such Updates, your remedy is to terminate your Account and stop using the applicable Products and Services. If you do not terminate a previously created Account, you may receive Updates automatically. You acknowledge that you may be required to install Updates to use the Blue Hexagon Products and Services and you agree to promptly install any Updates that Blue Hexagon

provides. Your continued use of any Blue Hexagon Product or Service is your agreement to these Terms with respect to updated Services.

- c. **Content and User Submissions.** Certain materials may be displayed or performed on the Services, including, but not limited to data, content, text, computer code, graphics, video, images, and other material (“**Content**”). The Content also includes information that you and other users provide to us in the course of using the Services, including information describing your network and system infrastructure and architecture (collectively, “**User Submissions**”), which Blue Hexagon may use to provide, maintain and improve the Services. Some Content may be visible to others. You may also post feedback, comments, questions, or other information on the Services. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, or that you contribute in any manner to the Services; you represent and warrant that you have all rights in the Content necessary to do so, in the manner in which you contribute it; and you hereby grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to host, access, publicly perform, publicly display, store, reproduce, modify, publish, list information regarding, translate, make derivative works of, and otherwise use your Content, including without limitation your User Submissions, and any and all related intellectual property rights, solely in connection with the Services and for the limited purposes identified in our Privacy Policy. You also hereby do and shall grant each user of the Services a non-exclusive license to access and use your Content, including without limitation your User Submissions, through the Services only as permitted through the functionality of the Services and under these Terms. Further, you understand that Blue Hexagon retains the right to reformat, modify, create derivative works of, excerpt, and translate any Content submitted by you in order to provide the Services to you. For clarity, the foregoing license grant to Blue Hexagon does not affect your ownership of or right to grant additional licenses to the material in your Content, unless otherwise agreed in writing. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Blue Hexagon reserves the right to remove any Content from the Services at any time, for any reason, or for no reason at all.
- d. **Privacy.** Please review Blue Hexagon’s [Privacy Policy](#), which describes practices regarding the information that Blue Hexagon may collect from you and users of the Blue Hexagon Products and Services, including any Content or User Submissions.
- e. **Security.** Blue Hexagon cares about the integrity and security of your personal information. However, Blue Hexagon cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal

information for improper purposes. You acknowledge that you provide your personal information at your own risk.

- f. **Modification of Services.** Blue Hexagon reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Blue Hexagon will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.
- g. **Optional Support and Maintenance Services.** Blue Hexagon may offer support and maintenance services for the Blue Hexagon Products (“**Optional Maintenance Services**”). All Optional Maintenance Services will be subject to the applicable Fees in accordance with the applicable Order. If you elect to purchase such Optional Maintenance Services, Blue Hexagon will use commercially reasonable efforts to provide such Optional Maintenance Services to you, unless otherwise agreed to in writing. For clarity, such Optional Maintenance Services are fully subject to Section 8 (Limited Warranty; Disclaimer of Warranties), excluding Section 8(a) (Limited Warranty for Blue Hexagon Products).

#### 4. **Limitations, Requirements and Restrictions**

- a. **Reliability and Availability.** While Blue Hexagon aims for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Blue Hexagon’s control, including Wi-Fi intermittency, Internet service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Blue Hexagon is not responsible for any damages allegedly caused by the failure or delay of the Services unless expressly set forth in the Blue Hexagon Support Terms and Service Level Agreement, if applicable. In addition, you acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. Blue Hexagon cannot and does not guarantee that you will receive notifications in any given time or at all, unless expressly set forth in the Blue Hexagon Support Terms and Service Level Agreement, if applicable.
- b. **System Requirements.** Certain Services may not be accessible without: (i) an Account; (ii) a working Wi-Fi network that is positioned to communicate reliably with the Blue Hexagon Products; (iii) always-on broadband Internet access with bandwidth sufficient to support the Blue Hexagon Products you use; or (iv) other system elements or other requirements that may be specified by Blue Hexagon from time to time. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.
- c. **Content Responsibility.** All Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from which (or from whose account) such Content originated and Blue Hexagon will not be liable for any errors or omissions in any Content. Blue Hexagon cannot guarantee the identity of any other users with whom you may interact in the course of using the

Services. Additionally, Blue Hexagon cannot guarantee the authenticity of any data provided by any third-party. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Blue Hexagon cannot control and has no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLUE HEXAGON MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND BLUE HEXAGON WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLUE HEXAGON MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

- d. **Acceptable Use.** The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Blue Hexagon Products or Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Blue Hexagon Products or Services; (iii) you agree not to access the Blue Hexagon Products or Services in order to build a similar or competitive product or service; (iv) except as expressly stated herein, no part of the Blue Hexagon Products or Services, as applicable, may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Blue Hexagon Products, or any other system, device or property, provided that you may use the features and functionality of the Services to detect such computer viruses, worms, or software solely in accordance with such Services' features and functionalities; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Blue Hexagon Products or Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Blue Hexagon Products or Services by means other than through the interface that is provided by Blue Hexagon; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Blue Hexagon Products or Services. You further represent, warrant, and covenant that you will not contribute any Content or otherwise use the Blue Hexagon Products or Services in a manner that: (1) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (2) violates any law,

statute, ordinance or regulation; (3) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (4) impersonates any person or entity, including without limitation any employee or representative of Blue Hexagon; (5) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program (“**Harmful Code**”), provided that you may use the features and functionality of the Services to detect such Harmful Code solely in accordance with such Services’ features and functionalities; (6) jeopardizes the security of your Account or anyone else’s Account (such as allowing someone else to log in to the Services as you); (7) attempts, in any manner, to obtain the password, account, or other security information from any other user; (8) violates the security of any computer network, or cracks any passwords or security encryption codes; (9) runs Maillist, Listserv, or any form of auto-responder or “spam” on the Services, or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure); or (10) copies or stores any significant portion of the Content. Any future release, update, or other addition to functionality of the Products or Services shall be subject to these Terms.

- e. **Compliance with Laws.** You agree that you (and not Blue Hexagon) are responsible for ensuring that you comply with any applicable laws when you use the Blue Hexagon Products and Services.

## 5. **Third-Party Products and Services**

- a. **General.** The Blue Hexagon Products and Services may rely on or interoperate with third-party hardware, software, products, and services, which are beyond Blue Hexagon’s control, but their operation may impact or be impacted by the use and reliability of the Products or Services (“**Third-Party Products and Services**”). You acknowledge and agree that: (i) the use and availability of the Blue Hexagon Products and Services is or may be dependent on third-party product vendors and service providers, whose products and services may not operate in a reliable manner 100% of the time, and may impact the way that the Blue Hexagon Products or Services operate, and Blue Hexagon is not responsible for damages and losses due to their operation (or failure to operate).
- b. **Third-Party Website Links.** The Sites may contain links to other web sites operated by third parties (“**Third-Party Sites**”). Such Third-Party Sites are not under our control. Blue Hexagon provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Sites. Your use of these Third-Party Sites is at your own risk.
- c. **Disclaimer and Release Regarding Third Party Products and Services.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLUE HEXAGON MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY THIRD-PARTY PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, THIRD-PARTY SITES, EQUIPMENT, ISPS, AND CARRIERS. Accordingly, Blue Hexagon is not responsible for any Third-Party Products and Services or your use thereof, including, without limitation, any



personal injury, death, property damage, or other harm or losses arising from or relating to your use of any Third-Party Products or Services. You should contact the third party with any questions about their Third-Party Products and Services. In addition, Blue Hexagon hereby disclaims and you hereby discharge, waive and release Blue Hexagon and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

**6. Ownership and Intellectual Property**

- a. **Blue Hexagon Property.** You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets embodied in the Blue Hexagon Products and Services, and any data that is automatically generated by the Services, such as service and usage data, is owned by Blue Hexagon or its affiliates or its or their licensors. Your possession, access, and use of the Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights, provided that if you purchase Blue Hexagon Products, title to, and risk of loss for Blue Hexagon Products will pass to you at the time of delivery by Blue Hexagon to our third-party shipping partner. Blue Hexagon and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services, including without limitation the Software, (except for Blue Hexagon Products that Software may be delivered to you on) are licensed to you, not sold, under these Terms. You may only copy parts of the Services (including this Site) on to your own computer for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own web site without the written consent of Blue Hexagon. You must have a license from us before you can post or redistribute any portion of the Services. Other than with respect to User Submissions, Blue Hexagon retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.
- b. **Feedback.** You may choose to, or Blue Hexagon may invite you to submit comments, suggestions, or ideas about the Blue Hexagon Products or Services, including how to improve the Blue Hexagon Products or Services (“**Ideas**”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Blue Hexagon under any fiduciary or other obligation. Blue Hexagon may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way

without any compensation to you. You also agree that Blue Hexagon does not waive any rights to use similar or related ideas previously known to Blue Hexagon, developed by its employees, or obtained from other sources.

## **7. Indemnity**

You agree to defend, indemnify and hold Blue Hexagon and its directors, officers, employees, agents, representatives, licensors and suppliers, and its and their successors and assigns harmless from any damages, losses, liabilities, claims, demands, costs and expenses (including attorneys' fees) arising in connection with any third-party claim arising out of, related to or alleging: (i) your or any of your Authorized Users' use or misuse of the Blue Hexagon Products and Services, (ii) your or any of your Authorized Users' violation of these Terms or any Supplemental Documents, (iii) any Content, User Submissions or Feedback provided by you or any of your Authorized Users; or (iv) your or any of your Authorized Users' violation of any law or the rights of any third party. Blue Hexagon reserves the right, at your expense, to assume the exclusive control of the defense and settlement of any claim for which you are required to indemnify Blue Hexagon and you agree to fully cooperate with our defense and settlement of such claims. You agree not to settle any such claim without Blue Hexagon's prior written consent. Blue Hexagon will use reasonable efforts to notify you of any such claim upon becoming aware of it.

## **8. Limited Warranty; Disclaimer of Warranties**

This Section 8 sets forth (i) a limited warranty ("Limited Warranty") we provide for Blue Hexagon Products only and (ii) certain warranty disclaimers applicable to the Services, including without limitation the Blue Hexagon Software.

- a. **Limited Warranty for Blue Hexagon Products.** Blue Hexagon warrants that for a period of up to ninety (90) days after delivery of the Blue Hexagon Products that the Blue Hexagon Products will be free from defects in materials and workmanship. Your sole remedy, and Blue Hexagon's sole liability, for a failure of the Blue Hexagon Products to comply with this Limited Warranty, shall be for Blue Hexagon to repair or replace the non-conforming Blue Hexagon Products at Blue Hexagon's sole expense. All claims under this warranty must be made on or before the expiration of the applicable warranty period specified in this Section 8(a). You will pay the shipping costs for return of the Blue Hexagon Products back to Blue Hexagon and Blue Hexagon will be responsible for the shipping costs for repaired or replaced Blue Hexagon Products back to you. The Limited Warranty shall not apply in the event of: (i) use of the Blue Hexagon Products not in accordance with the Documentation; (ii) accident for which Blue Hexagon is not responsible; (iii) modification of the Blue Hexagon Products by anyone not approved by Blue Hexagon; (iv) physical or operating environment not in accordance with the specifications or Documentation; (v) improper maintenance by anyone not approved by Blue Hexagon; (vi) failure caused by a product or hardware not provided or approved by Blue Hexagon; or (vii) purchase of the

Blue Hexagon Products from any individual or entity other than Blue Hexagon or a Blue Hexagon Reseller.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN ABOVE IN SECTION 8(A) IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- b. THE BLUE HEXAGON PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WHERE AVAILABLE” BASIS, AND BLUE HEXAGON AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.
- c. WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH HEREIN, BLUE HEXAGON AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS IN THE BLUE HEXAGON PRODUCTS AND SERVICES WILL BE CORRECTED OR THAT THE BLUE HEXAGON PRODUCTS AND SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLUE HEXAGON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.
- d. WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH HEREIN, WHEN YOU INSTALL, SETUP OR USE THE BLUE HEXAGON PRODUCTS AND SERVICES YOU ARE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR CONNECTED EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS.
- e. WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH HEREIN, BLUE HEXAGON ATTEMPTS TO DISPLAY THE MATERIALS AND INFORMATION YOU VIEW ON THE BLUE HEXAGON PRODUCTS AND SERVICES AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION.
- f. THE SERVICES, INCLUDING WITHOUT LIMITATION THE BLUE HEXAGON PRODUCTS AND SOFTWARE MAY PROVIDE YOU WITH INFORMATION REGARDING THE PRODUCTS AND SOFTWARE AND YOUR USE OF THEM, INCLUDING VIA INFORMATION MADE AVAILABLE TO YOU ONLINE, (COLLECTIVELY,

**“DOCUMENTATION”**). WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH HEREIN, ALL DOCUMENTATION IS PROVIDED “AS IS,” “AS AVAILABLE,” AND “WHERE AVAILABLE”. WE CANNOT GUARANTEE THAT IT IS CORRECT OR UP TO DATE. IN CASES WHERE IT IS CRITICAL, ACCESSING DOCUMENTATION THROUGH THE SERVICES IS NOT A SUBSTITUTE FOR DIRECT ACCESS OF THE INFORMATION IN THE PRODUCTS.

- g. WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH HEREIN, BLUE HEXAGON DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND BLUE HEXAGON WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO OR MAY NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND THE SUPPLEMENTAL DOCUMENTS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS AND ANY SUPPLEMENTAL DOCUMENTS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL BLUE HEXAGON BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES, EVEN IF BLUE HEXAGON KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL BLUE HEXAGON’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF THE FEES ACTUALLY PAID BY YOU TO BLUE HEXAGON OR BLUE HEXAGON’S AUTHORIZED RESELLER FOR THE SERVICES AT ISSUE IN THE SIX (6) MONTHS (IF ANY) PRECEDING THE EVENT WHICH FIRST GAVE RISE TO LIABILITY OR ONE HUNDRED U.S. DOLLARS (\$100). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. BLUE HEXAGON DISCLAIMS ALL LIABILITY OF ANY KIND OF BLUE

HEXAGON'S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL BLUE HEXAGON BE LIABLE IN ANY WAY FOR ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS), INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS), OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER SUBMISSIONS) POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO OR MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND THE SUPPLEMENTAL DOCUMENTS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS OR ANY SUPPLEMENTAL DOCUMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. Fees and Payment

If you purchase the Services directly from Blue Hexagon, then the following terms will apply:

- a. **Order Process.** After you submit an Order, we will review the information you provided for validity by verifying your method of payment and/or billing and/or shipping address. Orders may not be accepted based upon your location and intended use. We may contact you (via email or phone) if additional information is required to accept and process your Order. Invalid order information may result in delays processing your Order. Your receipt of an order confirmation from Blue Hexagon does not constitute Blue Hexagon's acceptance of your Order. Separate from the order confirmation, we may notify you of the acceptance of the Order. Without prior notification, Blue Hexagon reserves the right to: (i) limit the order quantity of Blue Hexagon Products; and (ii) refuse to sell Blue Hexagon Products to any third party for any reason or no reason at all. If your Order is canceled or rejected, we will attempt to notify you using the information you have given us with your Order.
- b. **Fees.** You will pay all fees (the "**Fees**") in accordance with each applicable Order, by the due dates, in the currency specified and according to the payment terms specific in the Order. Except as otherwise specified in these Terms: (i) Fees are based on the Blue Hexagon Products and Services purchased and not actual usage; (ii) payment obligations are non-cancellable and Fees paid are non-refundable; and (iii) for any Subscription Services, quantities purchased cannot be decreased during the relevant Subscription Term.

- c. **Cancellations; No Refunds.** You may cancel your Subscription Services at any time by emailing us at support@bluehexagon.ai, however there are no refunds. You will be responsible for all charges (including any applicable taxes and other charges) incurred with respect to any Orders processed prior to your cancellation of the Subscription Services.
- d. **Shipping; Title and Risk of Loss.** If you purchase Blue Hexagon Products under an applicable Order, we will ship the Blue Hexagon Products F.O.B from any place we designate via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your purchase. We do not guarantee the services of any shipping service, and delivery dates and times are estimates and are not guaranteed. We will, however, use commercially reasonable efforts to dispatch the Blue Hexagon Products to you as soon as reasonably possible after we accept your Order. You agree to not hold Blue Hexagon liable for any shipping issues. Most package carriers have a short time frame in which to initiate claims. We recommend that you inspect your package for damage immediately upon arrival. If there is a problem, contact the delivery service immediately to resolve any problems or contact Blue Hexagon in accordance with the applicable Support Terms and Service Level Agreement.
- e. **Availability and Pricing of Products and Subscription Services; Taxes.** All Blue Hexagon Products offered are subject to availability, and we and our business partners reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Blue Hexagon Products and/or Subscription Services without prior notice. Prices for the Blue Hexagon Products and Subscription Services are subject to change at any time, but changes will not affect any order for Products you have already placed. Unless stated otherwise, prices shown for Blue Hexagon Products and Subscription Services exclude taxes or charges (“Taxes”) that may apply to your purchase. You are solely responsible for paying such Taxes.
- f. **Payment Processing.** You represent and warrant that: (i) the account, order, and payment method information you supply to Blue Hexagon, is true, correct and complete; (ii) you are duly authorized to use such payment method to make such payment; (iii) you will pay any and all charges you incur in connection with the Blue Hexagon Products and Subscription Services, including any and all applicable taxes; (iv) charges you incur will be honored by your payment method company; and (v) you will pay all Fees, including all applicable taxes, if any. If any of your account, order, or payment method information changes, you agree to promptly update this information, so that Blue Hexagon may complete your transactions and contact you as needed.
  - **Reseller Purchases.** If you make any purchases through a Reseller: (i) Instead of paying Blue Hexagon, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. We may suspend or terminate your rights to use the Service if we do not receive the corresponding payment from the Reseller; (ii) your order details (e.g., the Blue Hexagon Products and Services you are entitled to use, term for the Subscription Services, any scope use parameters, etc.) will be as stated in

the Order placed with us by the Reseller on your behalf, and Reseller is responsible for the accuracy of any such Order as communicated to us; and (iii) Resellers are not authorized to modify these Terms or make any promises or commitments on our behalf, and we are not bound by any obligations to you other than as set forth in these Terms.

**11. Governing Law, Dispute Resolution, and Arbitration**

- a. **Governing Law.** These Terms and all Supplemental Documents shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted under or in connection with these Terms or any Supplemental Document shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which Blue Hexagon retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Santa Clara County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.
- b. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM BLUE HEXAGON. For any dispute with Blue Hexagon, you agree to first contact us at support@bluehexagon.ai and attempt to resolve the dispute with us informally. In the unlikely event that Blue Hexagon has not been able to resolve a dispute it has with you after sixty (60) days, you and Blue Hexagon each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Santa Clara County, California, unless you and Blue Hexagon agree otherwise. If you are an individual using the Products or Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in

any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Blue Hexagon from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

- c. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE BLUE HEXAGON PRODUCTS OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS YOU AND BLUE HEXAGON AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BLUE HEXAGON ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## 12. General

- a. **Modifications.** Blue Hexagon reserves the right to make changes to these Terms and the Supplemental Documents from time to time. Blue Hexagon will post notice of modifications to these Terms on this page and modifications to the Supplemental Documents on their respective pages. You should ensure that you have read and agree with the most recent set of Terms and Supplemental Documents when you use the Services or purchase Products from us. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms and Supplemental Documents. No other purported modification to these Terms or any Supplemental Document will be effective unless in writing and signed by a duly authorized representative of Blue Hexagon.
- b. **Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding the foregoing, Blue Hexagon may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.
- c. **Entire Agreement and Severability.** These Terms, together with the Supplemental Documents and any applicable Orders, and any duly made modifications hereto and thereto, constitute the entire agreement between you and Blue Hexagon regarding their subject matter. All section titles are for convenience only and have no legal or contractual effect. If any provision of these Terms or any Supplemental Document is, for any reason, held to be invalid or unenforceable, all other provisions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and



enforceable to the maximum extent permitted by law, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable. Neither party is an agent or partner of the other party.

- d. **No Waiver.** No waiver of any term of these Terms or any Supplemental Document shall be deemed a further or continuing waiver of such term and any other term. Any failure by Blue Hexagon to exercise or enforce any right or provision of these Terms or any Supplemental Document shall not operate as a waiver of such right or provision.
- e. **Survival.** Any term of these Terms or any Supplemental Document that, by its terms or its nature, should survive the termination of this Agreement shall survive accordingly, including without limitation the following: Sections, 2(c), 3(c), 4 through 9 (inclusive), 11 and 12 of these Terms.
- f. **Assignment.** Neither these Terms nor any Supplemental Document (nor any associated rights or obligations) may be assigned or otherwise transferred by you without Blue Hexagon's prior written consent, which shall not be unreasonably withheld. These Terms and any or all Supplemental Documents may be assigned by Blue Hexagon without restriction. These Terms are binding upon any permitted assignee.
- g. **Notifications.** Blue Hexagon may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on <https://bluehexagon.ai/>. Blue Hexagon is not responsible for any automatic filtering you or your network provider may apply to email notifications. Blue Hexagon recommends that you add [@bluehexagon.ai](mailto:@bluehexagon.ai) email addresses to your email address book to help ensure you receive email notifications from Blue Hexagon.
- h. **California Residents.** Blue Hexagon's address is 298 South Sunnyvale Avenue, Suite 205, Sunnyvale, California, 94068. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952 5210.
- i. **Customer Service.** If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact us at [support@bluehexagon.ai](mailto:support@bluehexagon.ai).

### ***Maintenance and Support Services***

During the subscription term and to the extent set forth in the applicable Order, Customer will receive 24/7 support for all maintenance releases and updates via its website and email. Customer should reach out to technical support for assistance in identifying and verifying the causes of suspected errors in the Product and for existing workarounds for identified errors. Blue Hexagon will work directly with a Customer's designated internal support liaisons. It is Customer's responsibility to ensure that these individuals are properly trained to use the Product. In order for Blue Hexagon to effectively resolve any issues, Customer will provide reasonable access to all necessary personnel to answer relevant questions. On request, Customer will

provide access for online diagnostics of the Product during error diagnosis. Customer will promptly implement all updates and error corrections provided by Blue Hexagon to resolve an error. Blue Hexagon's support obligation with respect to any Product is limited to the current and prior production release for such Product.

- *Updates*

Blue Hexagon will notify Customer of maintenance releases and updates as they are made available. This is done at no additional charge to Blue Hexagon customers. Blue Hexagon has the sole discretion for the timing and availability of any and all maintenance releases and updates. Updates may be made available by downloading from the Blue Hexagon support website.

- *Error Corrections*

Blue Hexagon will use reasonable efforts to correct any reproducible programming error in the Product attributable to Blue Hexagon with a level of effort commensurate with the severity of the error. Customer will notify Blue Hexagon of such errors and will provide Blue Hexagon with enough information to reproduce the error(s). Blue Hexagon is only responsible for errors that it can reproduce on Products as delivered to Customer without modification.

- *Contacts*

Email: [support@bluehexagon.ai](mailto:support@bluehexagon.ai)

- *Response Time*

Blue Hexagon will use reasonable efforts to provide an initial response to support requests based on designed priority:

<i>Priority</i>	<i>Description</i>	<i>Response Time</i>
<i>P1</i>	<i>Catastrophic problem; systems down and impacting ability to operate</i>	<i>30 minutes</i>
<i>P2</i>	<i>High impact problem; systems disrupting business operations</i>	<i>2 hours</i>
<i>P3</i>	<i>Medium to low impact problem; loss of non-critical functionality</i>	<i>4 business hours</i>
<i>P4</i>	<i>General usage issues, information requests</i>	<i>1 business day</i>