

## MANAGED SECURITY SERVICES PROVIDER AGREEMENT

This Agreement (the “Agreement”) is entered into effective \_\_\_\_\_ (the “Effective Date”) by and between AccuKnox, Inc. (“Licensor”), a corporation organized under the laws of Delaware, USA, with its registered address at 7772 Orogrande Place, Cupertino, CA 95014, United States; and \_\_\_\_\_ (“Licensee”) a corporation organized under the laws of \_\_\_\_\_ and having offices at \_\_\_\_\_.

### BACKGROUND:

- A. Licensor (together with its Affiliates) is a developer, owner and licensor of ‘AccuKnox’, a CNAPP [Cloud Native Application Protection Platform].
- B. Licensee wishes to license AccuKnox CNAPP for purposes of offering AccuKnox to Licensee’s customers as part of a managed cybersecurity service.
- C. Licensor desires to grant to Licensee, and Licensee wishes to accept a license, to certain Licensor software and technology, as described further in this Agreement.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions.

- 1.1 “Affiliate” means (i) in respect of Licensor, any existing or future entity that controls, is controlled by, or is under common control with Licensor; and (ii) in respect of Licensee, any existing or future entity that controls, is controlled by, or is under common control with Licensee (also referred to as a “Licensee Affiliate”). For purposes of this definition, control means (i) the legal, beneficial, or equitable ownership, directly or indirectly of (a) at least fifty percent (50%) of the aggregate of all voting interests in such entity, or in the event local law restricts the extent of foregoing participation, the maximum percentage ownership permitted by local law; or (b) management control of such entity; or (ii) the documented statutory or legal authority over or power to direct the management of such entity.
- 1.2 “API Documentation” means the written specification and documentation for describing use of the application programming interface (“API”) to the Licensor Software, including any Updates, Upgrades and other modifications thereof that Licensor may provide to Licensee under this Agreement.
- 1.3 “Licensee” means Licensee Affiliates including Licensee. In this Agreement in accordance with the context Licensee means the group and/or the member of Licensee who is licensing the Licensor Software subject to the terms and conditions of this Agreement.
- 1.4 “Licensor Materials” means the Tools, User Documentation and API Documentation associated with the Licensor Software, and any other items that are listed in Exhibit A.
- 1.5 “License Fee” means the license fee for Licensor Software as specified in Exhibit B.
- 1.6 “Licensee Products” means software products owned or licensed by Licensee, but not including Licensor Software.
- 1.7 “Licensor Software” or “Licensed Software” means the Object Code versions of Licensor’s software technology, as described in Exhibit A. Licensor Software includes any Updates, Upgrades and other modifications of the Licensor Software that Licensor may provide to Licensee under this Agreement, where “Update” and “Upgrade” are defined below.
- 1.8 “Managed Security Service” or “MSS” means the service provided by Licensee to Licensee’s customers which includes deployment and ongoing configuration management of the Licensor Software on behalf of Licensor’s customers.
- 1.9 “Object Code” means computer programming code substantially in binary form that is directly executable by a computer after processing, but without requiring compilation or assembly.
- 1.10 “Source Code” means the computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill, excluding Object Code. Source Code includes the source code files for each of the software platforms, the commented software source code, design documentation for the software, as well as the source code for the Licensor

Software. To the extent that any of the following materials have been created by Licensor, the definition of Source Code shall include relevant electronically readable source documentation, design documents, complete instructions for compiling and linking every part of the Source Code into Object Code, automated and/or documented test suites to validate build results, and other materials used for verifying the completeness of the Source Code.

- 1.11 “Tools” means software that is not commercially available that is required for the development, maintenance or implementation of the Licensor Software.
- 1.12 “Update” means a new commercial release of a software product that includes bug fixes and minor feature enhancements only and is typically denoted with a change in the product version number to the right of the decimal place (e.g., version 3.0 to version 3.1 or version 4.2.1 to version 4.4.2).
- 1.13 “Upgrade” means a new commercial release of a software product that includes significant feature enhancements or new features and is typically denoted with a change in the product version number to the left of the decimal place (e.g., from version 3.0 to version 4.0 or from version 4.2.1 to version 5.0).
- 1.14 “User Documentation” means user’s guides, installation guides and/or on-line documentation corresponding to the Licensor Software, including any such documentation that Licensor makes available to any of its customers.

## **2. MSS Rights and Licenses.**

- 2.1 Rights to Resell and Use. Licensor grants Licensee a non-exclusive worldwide license to: (i) distribute, transmit, and sublicense the Licensor Software; (ii) test and/or integrate the Licensor Software or portions thereof with Licensee Products which are components of Licensee’s MSS; and (iii) access and use and/or allow Licensee’s customers to access and use the Licensed Software as a component of Licensee’s MSS.
- 2.2 Sublicensing. Licensee agrees to resell and distribute Licensor Software with commercially reasonable terms that include passing thru Licensor’s end-user license agreement (“EULA”) (form of which can be found at - [https://www.accuknox.com/AccuKnox\\_SLA](https://www.accuknox.com/AccuKnox_SLA)). Licensee will include a link to an electronic copy of Licensor’s EULA in its customer contracts making clear that agreement to its contract includes acceptance of Licensor’s EULA. Licensee will not be responsible for ensuring customer’s compliance with Licensor’s EULA and will have no liability for the use, performance or functionality of Licensor Software.
- 2.3 General Restrictions and Rights. Licensee shall not use, copy or distribute the Licensor Software, except as explicitly permitted in this Agreement. Licensee shall not directly or indirectly reverse engineer the Licensed Software. Reverse engineering includes, without limitation, decompiling, disassembly, or otherwise deriving the Source Code.
- 2.4 Sublicense Rights. Licensee may sublicense any of the rights set forth in this Section 2 to any of Licensee’s contractors and consultants for purposes of providing services to Licensee so long as Licensee limits these sublicense rights in accordance with the provisions of this Agreement.
- 2.5 Branding. Licensee has the option to include Licensor branding with AccuKnox logo “Powered by AccuKnox” message displayed on user interfaces by mutual agreement. Accordingly, Licensor grants Licensee a nonexclusive limited license to use Licensor’s logos, trademarks and trade names to carry out the purpose of this Agreement and to promote the Licensor Software as part of the Licensee Products within Licensee’s website, sales collateral or marketing materials.
- 2.6 Deployment. New Licensee customers will receive Licensed Software bundled with Licensee Products. Existing Licensee customers will receive Licensed Software as a product enhancement at the time of a contract renewal or on an ad-hoc basis at Licensee’s discretion.
- 2.7 Professional Services. As a component of the MSS, Licensee shall perform professional services associated with the configuration of the Licensed Software for each Licensee customer and any subsequent customer requests, including domain consulting, Cloud Security strategy, configuration adjustments, and other related professional services. Licensee will retain all revenues associated with such professional services, except to the extent Licensor performs any professional services on behalf of Licensee under a statement of work mutually executed by the parties and subject to the Daily Rate Fees set forth in Exhibit B.

### 3. Obligations of Licensor

- 3.1 Delivery. In consideration of the License Fees described in Exhibit B that are paid by Licensee to Licensor, Licensor shall provide to Licensee the Licensed Software and Licensor Materials in accordance with the timeline described in Exhibit A. Licensor shall provide the API Documentation and User Documentation in online format. Licensor shall also provide Licensee with the appropriate marketing materials, if any, for the Licensor Software in industry-standard formats.
- 3.2 Support and Maintenance Services. During the period that Licensee is entitled to Support and Maintenance Services under this Agreement, Licensor shall provide Licensee with support and maintenance services to Licensee as described below and as further described in Exhibit A (collectively the "Support and Maintenance Services"):
- 3.2.1 Integration assistance: Licensor shall provide telephone and email support to enable Licensee engineers to incorporate the Licensor Software into Licensee Products.
- 3.2.2 Phone Support and Bug-fix resolution: Licensee will have direct access to Licensor technical support personnel, who shall be available by phone, e-mail and fax to respond to and answer questions regarding the Licensor Software. Licensor will provide a dedicated Licensor contact to Licensee (with back-up) for ongoing technical and sales engineering support, and will provide Level Three technical support to Licensee's customers. Licensor shall correct Defects (as defined in Section 8.3 below) in the Licensor Software that Licensee discovers and reports to Licensor in accordance with the response times described in Exhibit A.
- 3.2.3 Training:
- (a) Pursuant to Exhibit A, Licensor shall provide comprehensive technical, functional and sales training sessions online to Licensee. Access to sales, pre-sales and technical training material customized for the Licensee solution will also be provided online by the Licensor.
- (b) Pursuant to Exhibit A, Licensor shall provide developer training sessions to Licensee's personnel at Licensee's facilities in support of the initial delivery of the Licensor Software, and subsequently, for the delivery of each subsequent Upgrade, but not Update, to the Licensor Software on a day and time that is mutually acceptable to both parties, but is no later than three (3) months after Licensee's initial commercial release of the Licensor Software.
- 3.2.4 Delivery of Updates and Upgrades: Licensor shall deliver to Licensee all Updates and Upgrades to the Licensor Software no later than such time that Licensor makes such Updates and Upgrades available to any third party.
- 3.2.5 Software Services. During the period that Licensee is entitled to Support and Maintenance Services under this Agreement, Licensee may request Licensor to provide consulting services (the "Software Services") at the Daily Rate Fees for such Software Services as described in Exhibit B. A separate statement of work will be agreed for such Software Services. No Daily Rate Fees will be due or payable and no Software Services will be delivered except pursuant to a mutual written agreement between Licensee and Licensor, where such mutual agreement documents the scope of work, expected timeline, and expected days required by Licensor to complete such work.

### 4. Obligations of Licensee

- 4.1 Payment. Licensee shall pay Licensor License Fees, Support and Maintenance Fees, and Daily Rate Fees in accordance with the schedule set forth in Exhibit B. Any taxes or duties payable in connection with the license of the Licensor Software, provision of Support and Maintenance Services, or the Software Services hereunder shall be the responsibility of and shall be paid by Licensee or reimbursed to Licensor, except for taxes payable on Licensor's income. All applicable taxes shall appear separately on Licensor's invoices. Payment terms are net thirty (30) days from receipt of a proper invoice. If Licensee disputes an invoice, Licensee will notify Licensor in writing of the basis and amount of the disputed portion, pay the undisputed portion of the invoice and withhold payment of the disputed portion only until the dispute is resolved.

Payment of such resolved amount will be scheduled for the next monthly payment cycle following expiration of the net terms period.

- 4.2 Licensee Support. Licensee shall provide 1st line technical support (immediate customer response) and 2nd line technical support (initial technology troubleshooting) to its customers.

## 5. Pricing

Licensee shall pay Licensor in accordance with the fee schedule in Exhibit B attached hereto. Licensee shall be responsible for setting the price of its MSS offering to Licensee's customers.

## 6. Marketing/Business Development

- 6.1 The parties shall collaborate on marketing activities including press releases, trade shows, webinars, and blogs.
- 6.2 The parties shall assign appropriate resources to participate in status calls and steering committee meetings to ensure both parties achieve targeted business and technical goals.

## 7. Intellectual Property Rights

- 7.1 Ownership. This Agreement does not convey to Licensee any ownership interest in the Licensor Software or Licensor Materials described in Exhibit A, and Licensor retains ownership of all rights, title and interest, including all intellectual property rights, in and to the Licensed Software and Licensor Materials, any derivative works and modifications to the Licensor Software made by or on behalf of Licensor. This Agreement does not convey to Licensee any ownership interest in the Licensee Products or MSS, and Licensee retains ownership of all rights, title and interest, including all intellectual property rights, in and to any derivative works and modifications to the Licensee Products or MSS.

- 7.2 Notices. Licensee will not delete or in any manner alter the copyright, trademark, and other intellectual property rights notices of Licensor appearing on and in the Licensor Software as delivered to Licensee, and any copies thereof.

### 7.3 Confidentiality.

7.3.1 For purposes of this Agreement, "Confidential Information" shall mean any information (a) designated in writing as "confidential" by the disclosing party at the time of disclosure, (b) designated as Confidential Information within this Agreement, or (c) which, given the totality of the circumstances, the receiving party has, or should have, reason to believe is proprietary, confidential, competitively sensitive, or constitutes a party's trade secrets. The party receiving any Confidential Information agrees not to use or disclose it except as permitted by this Agreement, and that it will maintain the confidentiality with at least the same degree of care as it maintains its own confidential information of similar importance, but in no event less than reasonable care. The receiving party may disclose Confidential Information to its responsible employees, directors, officers, Affiliates, and contractors who (a) have a need to know in connection with the parties' relationship and/or discussions, (b) have been advised of the information's confidential status, and (c) are subject to legally binding obligations of confidentiality as to such information that are no less restrictive than those contained in this Agreement, provided, however, that the receiving party is at all times fully responsible to the disclosing party for the compliance by such persons and entities with this Agreement.

7.3.2 The parties recognize that each may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each party to provide Confidential Information to its Affiliates. For this purpose, each party agrees both as the disclosing party and as the receiving party hereunder that: (a) the receiving party may disclose Confidential Information to an Affiliate but only to the extent that such Affiliate has a need to know such Confidential Information; and (b) each party shall be fully responsible for the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement and shall be responsible for any breach hereof by its Affiliates.

- 7.3.3 The obligations hereunder will not apply to any information that: (a) is in the public domain through no breach of confidence by the receiving party; (b) is rightfully obtained by the receiving party from a third party where there were no restrictions, either directly or indirectly on such third party's use; (c) was independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (d) was already known to the receiving party prior to disclosure without a breach of confidence by the receiving party or any other person, firm, or entity. The receiving party shall have the burden of establishing that any of the above exceptions apply. Further, the receiving party may disclose Confidential Information as required by governmental or judicial order, provided the receiving party gives the disclosing party prompt notice of such order and complies with any protective order (or equivalent) imposed on such disclosure.
- 7.3.4 The obligations under this Section 7.3 shall continue for a period of five (5) years following Effective Date of this Agreement. Notwithstanding the above, the foregoing commitments of either party regarding any software or trade secrets of the other party shall survive in perpetuity.
- 7.4 Data Security and Privacy. Licensor will in all events use commercially reasonable efforts to protect all data collected by or stored in a hosted/cloud solution. Without limiting the generality of the foregoing, Licensor will implement industry-standard security measures that, at a minimum: (a) eliminate coding vulnerabilities in the applicable Licensor Software by following a secure software development lifecycle including testing for such vulnerabilities; (b) maintain secure logical access procedures; and (c) maintain currency of software security patches for such Licensor Software. If Licensor has a reasonable belief that, for any reason including breach or failure of Licensor security measures, any Licensee data has been accessed or used by an unauthorized party or in an unauthorized manner (including by Licensor's own personnel) Licensor shall promptly notify Licensee and provide all relevant information.
- 7.5 Injunctive Relief. Either party will be entitled to seek a preliminary or permanent injunction for any breach or threatened breach of this Section 7 to protect any of its trade secrets.

## **8. Warranties**

- 8.1 Licensor and Licensee warrant to the other that it has sufficient right and authority to enter into this Agreement and to grant and assume all of its respective rights and obligations set forth herein. Other members of Licensee shall grant and assume all of its respective rights and obligations through issuing an order to Licensor for the Licensed Software and shall use reasonable efforts in such order to reference this Agreement.
- 8.2 Licensor represents and warrants that with respect to the Licensor Software it (i) has the unqualified right to grant the licenses to the Licensor Software, (ii) owns sufficient right, title and interest in and to the Licensor Software, (iii) has not granted any conflicting rights, (iv) is not aware of any claim by any third party that any of the Licensor Software infringes upon or misappropriates any intellectual property right or other property rights of a third party.
- 8.3 Licensor represents and warrants that (i) none of the Licensor Software requires a license for export, and if any such license is required, Licensor shall notify Licensee promptly in writing; (ii) none of the Licensor Software knowingly contain any harmful code, (iii) none of the Licensor Software contain any open source code; (iv) Licensor employs the industry standard available tests for virus infections to ensure that no Licensor Software will be shipped that have been determined to be infected with a virus; and (v) for a period of twenty-four (24) months from the initial delivery of each release of the Licensor Software to Licensee, the Licensor Software will operate substantially in conformance with their then-current documentation (whereas any such non-conformance shall be deemed a "Defect"). Licensor warrants that the Licensor Software does not have incorporated into any of them any Identified Software, as hereinafter defined. "Identified Software" is defined as software which is licensed pursuant to terms that directly or indirectly: (a) create, or purport to create, obligations for Licensee with respect to any Licensee intellectual property, or (b) grant, or purport to grant, to any third party any rights or immunities to the intellectual property or proprietary rights of Licensee in any software or other intellectual property products which may be used in conjunction with the Licensor Software. Identified Software includes without limitation any software that requires, as a condition of use,

modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software (x) be disclosed or distributed in source code form; (y) be licensed for the purpose of making derivative works; or (z) be redistributable at no charge.

- 8.4 EXCEPT AS PROVIDED IN THIS SECTION 8, LICENSOR MAKES NO OTHER WARRANTIES RELATING TO THE LICENSOR SOFTWARE, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT.

## 9. Limitations of Liability

EXCEPT FOR: (I) EACH PARTY'S INDEMNITY OBLIGATIONS ARISING UNDER SECTION 10 BELOW, (II) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS ARISING UNDER SECTION 7.3, DATA PRIVACY AND SECURITY UNDER SECTION 7.4, (III) CLAIMS OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A PARTY OR ITS AFFILIATES, AND (IV) CLAIMS OF WILLFUL MISCONDUCT, NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR UNFORSEEABLE DAMAGES, OR LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF USE OR DISTRIBUTION OF THE LICENSOR SOFTWARE, LICENSED PRODUCTS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH CLAIM ARISES IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY THE OTHER PARTY HEREUNDER.

## 10. Infringement Indemnities.

### 10.1 Indemnity.

10.1.1 Licensor will defend, indemnify and hold Licensee and their respective employees, officers, directors, agents and customers (each, an "Licensee Indemnified Party") harmless:

- (a) against any third party claim alleging that any of the Licensor Software infringes or misappropriates any patent, copyright, trade secret, trademark, or any other intellectual property rights or proprietary rights of any kind of a third party. This indemnity obligation will not apply to any infringement claim: (i) based on modifications made to the Licensor Software without notice to Licensor, or (ii) that is caused solely by the combination of the Licensor Software with software products not supplied by Licensor hereunder, except for those products that are identified for use with the Licensor Software in the User Documentation; and
- (b) against any third party claim alleging a breach of warranty by Licensor,

10.1.2 Licensee will defend, indemnify and hold Licensor and their respective employees, officers, directors, agents and customers (each, "Licensor Indemnified Party") harmless against any third party claim alleging that any of the Licensee Products infringes or misappropriates any patent, copyright, trade secret, trademark, or any other intellectual property rights or proprietary rights of any kind of a third party, provided that in each case the Indemnifying Party is notified of such claim promptly in writing and is given authority, information and assistance needed to defend or settle such claim; provided, however, that the Indemnified Party may participate in the defense or settlement of the claim at its own expense, and the Indemnifying Party shall not settle any claim, without the Indemnified Party's prior written consent, that requires the Indemnified Party to pay any damages or restrict the rights and obligations of the Indemnified Party under this Agreement, or which does not unconditionally release the Indemnified Party.

- 10.2 Use Enjoined. If the use or distribution of the Licensor Software is, or is likely to be, enjoined as a result of a claim specified in subsection 10.1.1 above, Licensor may, at its own expense and option, either: (i) procure for Licensee or customer the right to continue to use, distribute and exercise all other licenses granted in such Licensor Software under this Agreement; or (ii) modify or replace such Licensor Software with a functionally equivalent substitute that is non-infringing. Should either of such options not be reasonably available, then Licensor may

terminate this Agreement and return to Licensee any prepaid amounts paid by Licensee and not yet credited toward fees payable pursuant to this Agreement.

## 11. Term and Termination

- 11.1 Term. This Agreement shall begin on the Effective Date and shall continue unless terminated; provided, however, that the parties each have the right to terminate this Agreement on one hundred and eighty (180) days prior notice to the other party and have certain rights to terminate for cause (as described in Section 11.2 below) and that certain provisions survive termination of this Agreement as described in Section 11.3 below.
- 11.2 Termination for Cause. Provided that rights and remedies described in this Section 11.2 shall not be exclusive and shall be in addition to any other rights and remedies provided by law or this Agreement: (i) either party may terminate this Agreement for cause in the event of the other party's failing to substantially perform or comply with this Agreement or any provision thereof, and failing to remedy the default within thirty (30) days written notice to that effect, (ii) Licensor may immediately terminate this Agreement for cause in the event that any member of Licensee, through willful or grossly negligent acts, materially violates Licensor's intellectual property rights in the Licensor Software and Licensor Materials; (iii) either party may terminate this Agreement if the other party is adjudged bankrupt, files or has filed against it any petition under bankruptcy, liquidation, insolvency, or similar laws, has a receiver appointed for its business property, or makes a general assignment for the benefit of creditors, suspends or ceases, or threatens to suspend or cease, to carry on its business in the normal course; and such condition is not remedied or removed within thirty (30) days, collectively, "Termination for Cause".
- 11.3 Confidential Information. Furthermore, within ten (10) business days of Termination for Cause, unless otherwise specified herein, each party shall destroy all Confidential Information of the other party that the receiving party possesses or controls and shall provide the disclosing party with written notification that all such items have been destroyed.
- 11.4 Termination Survival. Certain rights and obligations of Licensee and Licensor shall survive termination of this Agreement as follows:
- 11.4.1 Upon Termination for any reason, the following, and only the following, provisions of this Agreement shall survive: Section 1 (in its entirety), Section 2.3, Section 4.1 (only to the extent fees due to Licensor from Licensee had been scheduled due prior to termination taking effect, and Licensor will refund to Licensee any prepaid but unearned fees in the event Licensee exercises its rights pursuant to Section 5 or terminates this Agreement due to Termination for Cause), Section 7 (in its entirety), Section 8 (in its entirety), Section 9 (in its entirety), Section 10 (in its entirety), Section 11 (in its entirety), Section 13 (in its entirety);
- 11.4.2 Termination of this Agreement for any reason shall not affect any licenses for the Licensor Software previously granted by Licensee to customers, and such customers' right to continue to use the Licensor Software shall survive termination of this Agreement and continue for the existing term granted to such customer for the Licensed Software. Licensor shall continue to provide L3 Support to all existing customers, at applicable yearly License and/or Maintenance Fees. Further, Licensee and their distributors and resellers shall retain the right to use and maintain a reasonable number of copies of the Licensor Materials for purposes of providing support and maintenance to such existing customers of the Licensor Software so long as Licensee, and its distributors or resellers, as applicable, have an obligation to provide support to such customers. Copies of Licensor Materials shall only be maintained for as long as strictly necessary for this purpose; and
- 11.4.3 Upon the termination or expiry of this Agreement for whatever reason: (a) Licensee shall cease to promote, market or advertise the Licensed Software, and (b) the limited license to Licensor's branding pursuant to Section 2.5 shall cease except with respect to those customers who continue to access the Licensed Software through termination of the existing Licensed Product term.

## 12. Miscellaneous

- 12.1 Insurance. Licensor shall obtain and maintain professional liability insurance in the amount of \$1,000,000 per year throughout the term of this Agreement. Upon the request of Licensee, Licensor shall provide proof of such insurance.
- 12.2 Data protection. Each party shall comply with applicable data protection and privacy laws.
- 12.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States, without reference to or application of choice of law principles or rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any suit brought to enforce any provision of this Agreement shall be brought in the courts of competent jurisdiction located in Santa Clara County, California, and each party hereto expressly and irrevocably consents to the jurisdiction of such courts.
- 12.4 Executive Escalation. Before a party initiates any arbitration or litigation action, other than injunctive relief, that party must notify the other party in writing that the notifying party requests an executive conference. The executive conference is to be held no later than fifteen (15) days after the date the notice is considered given under Section 12.6 (Notices). At least one executive of each party will attend the conference. Each party will present its view of the dispute, and the executives will enter into good faith negotiations to resolve the dispute. If the dispute is not resolved by the earlier of thirty (30) days after the date the conference commenced or forty-five (45) days after the written notice is considered to have been given, then either party may pursue resolution of the dispute consistent with the other terms of this Agreement.
- 12.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that either party may assign this Agreement in the event of a sale of all or substantially all of its assets, any reorganization, merger or consolidation in which such party is not the surviving entity, or the acquisition of a party. Any attempted assignment in violation of this section shall be null and void. Subject to the foregoing, this Agreement and all of its terms and conditions shall survive and inure to the benefit of any successors or assigns of Licensee and/or Licensor.
- 12.6 Notices. All notices under this Agreement shall be deemed given when delivered by messenger, courier, regular overnight delivery service, or registered mail (return receipt requested), to the address shown above and to the attention of the individuals shown below or as may otherwise be specified by either party to the other in accordance with this provision.
- 12.6.1 To Licensor: To the attention of \_\_\_Nat Natraj | +1 510 579 8785 | [n@accuknox.com](mailto:n@accuknox.com) \_\_\_
- 12.6.2 To Licensee: To the attention of \_\_\_\_\_
- 12.7 Severability. In the event any provision or portion of this Agreement is held by a court having proper jurisdiction to be for any reason unenforceable or invalid, or if any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 12.8 Amendment, Waiver and Consent. This Agreement shall not be amended except in a writing signed by both parties. No course of dealing between the parties shall constitute an amendment of this Agreement. No waiver or consent shall be binding except in a writing signed by the party making the waiver or giving the consent. No waiver or consent shall constitute a continuing waiver or consent except to the extent specifically set forth in writing. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No failure or delay by either party in exercising any right, power, or remedy shall operate as a waiver of any such right, power, or remedy. The agreement or consent of Licensee may only be manifested by the signature of an executive officer of Licensee.
- 12.9 Freedom of Action. This Agreement is nonexclusive and, except for the General Restrictions and Rights set forth in Section 2.3, the ownership rights set forth in Section 7.1, and limitations with respect to Confidential Information pursuant to Section 7.3. Nothing in this Agreement shall be construed as preventing Licensee from evaluating, designing, developing, manufacturing, acquiring or marketing competitive products or services. Licensee is not obligated to announce



or market any products, including products containing the Licensor Software or services, and does not guarantee the success of its marketing efforts, if any. Licensee will independently establish prices for resale of the Licensee Products.

- 12.10 No Agency, Representation or Joint Venture. It is expressly understood that Licensee and Licensor are business entities independent of one another. Neither the making of this Agreement nor the performance of any part of its terms shall be construed to designate one party as an agent or representative of the other party for any purpose. Nor shall this Agreement be deemed to establish a joint venture or partnership.
- 12.11 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- 12.12 Electronic Signatures. Each party agrees that they may sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each party's intention to be bound by this Agreement as if signed by each party's manuscript signature.

### 13. Compliance

- 13.1 Both parties will comply with all laws, orders, rules, regulations and ordinances in performing this Agreement. Licensor and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Licensee, to its employees, agents or representatives, other than payments set forth in this Agreement or other written contractual agreement between Licensor and Licensee; or (b) to or from any third party for the purpose of influencing the performance by Licensor or Licensee of its respective duties hereunder. Licensor warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, EU and similar anti-bribery legislation or requirements.
- 13.2 Both parties acknowledge that the transfer of goods, software or technology related to the business activities of Licensor and Licensee and/or their Affiliates, their clients, suppliers and other entities with whom Licensor and Licensee conduct business, or that may be obtained by Licensor or Licensee from any source or developed as a result of this Agreement, may be subject to the export control laws of multiple jurisdictions, including but not limited to U.S. law. Both parties acknowledge and understand that the transfer, diversion or re-export of such goods, software, or technology may constitute a prohibited activity. Both parties agree to limit access to technology only to persons who qualify for access under the governing export laws, and who have a specific and legitimate business need for such information. Both parties acknowledge and understand that persons from nations embargoed by the United States (including but not limited to Cuba, Iran, North Korea, Syria, and Sudan), and persons or entities included in any of the U.S. Government's restricted parties lists, are prohibited from engaging in activities involving Licensee. Upon Licensee's request, Licensor agrees to provide Licensee with information necessary for Licensee to meet future re-export compliance obligations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the date below written.

LICENSEE

AccuKnox, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A:

### SUPPLIER SOFTWARE, MATERIALS, AND SUPPORT AND MAINTENANCE SERVICES

#### 1. Supplier Software

AccuKnox CNAPP platform

Licensor can resell the service directly to customers or can sell it through intermediaries who can resell to customers.

#### 2. Licensor Materials - Materials Related to the Licensor Software

Related deliverables include the following items associated with the Licensor Software:

- (a) User Documentation
- (b) Admin Guide
- (c) API Guide

#### 3. Delivery Timeline

Licensor shall promptly make available the Licensor Software and Licensor Materials including any new images required for an update as soon as commercially available or by mutual agreement between Licensor and Licensee.

#### 4. Support and Maintenance Services

##### 4.1 Licensor Training

- (a) Technical Training Courses
  - (i) Licensor will provide supervised remote technical training to Licensee field teams. Standard pricing is \$1,000 per trainee. Licensor will waive fees for the first two sessions of each calendar year.
  - (ii) Course will be aimed to enable field teams to speak with measurable technical ability on Licensor Software and its installation.
  - (iii) Dedicated training material for the Licensee solution will be created and available online.
  - (iv) Licensor operations team will be available to support initial deployments of Licensee solution remotely and by telephone as final element of training.
- (b) Sales Training
  - (i) Licensor will provide three supervised remote sales training sessions to Licensee business development teams. Standard pricing is \$1,000 per trainee for a 3-hour course. Licensor will waive fees for the first two sessions of each calendar year.
  - (ii) Access to sales and pre-sales training material will be available online.

#### 5. Support Fees

AccuKnox will provide 2nd-line support to Licensor under a support SLA. Software updates are included at no cost.

#### 6. Professional Services Fees

Daily Rate Fees are \$2,400 per day, subject to separate statements of work for Software Services by mutual agreement of the parties.

7. Support and Maintenance Services

7.1 During the Term of this Agreement, Licensor shall provide to Licensee the Support and Maintenance Services described in Section 3.2 of the Agreement and this Exhibit A. The Support and Maintenance Services described in paragraph 7.6 of this Exhibit A will be available 24x7. All reported problems will be classified by Licensee under one of the following severity levels:

Problem Severity	Initial Response	Follow-Up Response	Time to Resolution
1 - Severe The Licensor Software is down or seriously impacted, or data is lost or destroyed, and there is no reasonable workaround currently available.	4 business hours	Voice contact with Licensee every 3 hours during business hours with status update or as mutually agreed after-hours until issue is resolved.	Licensor shall provide a workaround or fix within 48 hours, once the problem is reproducible or the defect is identified. Licensor shall provide a software patch and shall incorporate a correction in the next release of the Licensor Software.
2 - High The Licensor Software is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	8 business hours	Voice contact with Licensee daily during business hours with a status update or as mutually agreed after-hours until issue is resolved.	Licensor shall provide a workaround or fix within 7 business days, once the problem is reproducible. Licensor shall provide a software patch and incorporate a fix in the next release of the Licensor Software, targeted within 90 days of reproducibility of the problem.
3 - Medium The Licensor Software issue is not critical: no data has been lost, and the Licensor Software has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround, e.g., feature failure and a convenient workaround exists.	Within 1 business day	Status update via voice contact or E-mail weekly until issue is resolved.	Licensor shall provide a workaround or fix within 10 business days, once the problem is reproducible. Licensor shall provide a Licensor Software patch and incorporate a fix in a future release of the Licensor Software.
4 - Low Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	Within 2 business days	Status update via voice contact or E-mail once a week until issue is resolved.	Resolution of problem may appear in future release of the Licensor Software, if agreed to by Licensor.

Licensor will act in accordance with the responses and resolutions as defined in the Problem Severity, Responses and Time to Resolution matrix above.

7.2 Licensee's Responsibilities

- (a) Licensee is responsible for Level One and Level Two support.
- (b) In order for Licensee to fulfill the following requirements, it is the duty and obligation of Licensor to provide Licensee with sufficient knowledge, information and training on Licensor Products to speak with measurable technical ability. All "How To" questions are to be handled by Level One.

7.3 Level One Support Service Responsibilities

- (a) Receive initial call from customer.

- (b) Answer customer's questions to the extent of Licensee's product and problem knowledge.
- (c) Perform search of Licensee's Call Tracking, Problem Tracking and Knowledge databases to identify similar or related problem knowledge.
- (d) Provide resolution to the extent of the information provided and Licensee's product and problem knowledge.
- (e) Provide customer with fixes to known problems, if available.
- (f) Attempt a fix, bypass or circumvention for high impact problems, i.e., Severity 1 and 2 (see below), by using the software in a different way to obtain the same result. Likewise, if appropriate, Level 2 will attempt a fix, bypass or circumvention for Severity 3 and Severity 4 issues.
- (g) If no resolution and the problem appears to be a newly discovered code or documentation error, create an internal record to track the issue.
- (h) Update the internal record, documenting Level Two actions, and, if the prior steps have not been successful in resolving an issue, pass along the problem to Level Three support, if necessary.

#### 7.4 Level Two Support Service Responsibilities

- (a) Verifying a system bug, including collecting information/data on behalf of Level Three, and installing patches provided by Level Three.
- (b) Basic suggestions on profile tuning.
- (c) Assistance to end users for analyzing security events generated by Licensor Software.
- (d) Support during installations and upgrades of Licensor Software.

#### 7.5 Licensor's Responsibilities

- (a) Licensor is responsible for Level Three support.
- (b) Licensor shall provide responses, advice, and error corrections as set out within the applicable Support Objectives defined below. The severity level of an issue will be assessed based on the state of an issue at the time the issue is passed from Level 2 to Level 3 support.

#### 7.6 Level Three Support Service Responsibilities

- (a) Licensor receives the problem and supporting documentation and materials from Licensee Level Two Support.
- (b) Analyze the problem symptoms and diagnose the suspected error.
- (c) Notify Level 2 if additional information, materials or documentation are required.
- (d) If Licensor requests, Licensee will reasonably assist Licensor in obtaining additional information or materials from the customer to support Level 3 problem determination, problem source identification and problem resolution.
- (e) Attempt to recreate the problem on Licensor's internal system, if required.
- (f) Assist Level 2 support in attempting to develop a fix, bypass or circumvention for high impact problems, i.e., Severity 1 and 2 problems (as defined below). Likewise, if appropriate, Level 3 will attempt a fix, bypass or circumvention for Severity 3 and Severity 4 issues.
- (g) If the fix, bypass or circumvention is unsuccessful, determine if error corrections are required for the Product.
- (h) If error corrections are required for the Product, provide error corrections to Licensee in a format compatible with the prior release of the software delivered to Licensee
- (i) Close out the problem record with the Level 2 Support.

#### 7.7 Support Availability

"Support" shall mean that Licensor provides telephone hotline support and any bug fixes, revisions, or enhancements necessary to ensure that the Licensor Software operates substantially in conformance with its then current User Documentation and API Documentation. Licensee shall be responsible for providing support directly to its customers.

#### 7.8 Support For Each Release

Licensor shall support the current release of the Licensor Software and the last update of the last release of the Licensor Software. Notwithstanding the above, each release will be supported for a minimum of 2 years after the date it is made Generally Available.

8. Support Contacts

AccuKnox – [support@accuknox.com](mailto:support@accuknox.com)

Licensor -

**EXHIBIT B:**  
ORDERS, PRICING SCHEDULE, FEES, AND PAYMENT SCHEDULE

Placement of Orders. Licensee shall deliver a written order ("Order") to Licensor for each proposed deployment of AccuKnox to Licensee's customers, specifying the price and quantity of licenses and all other relevant information sufficient to complete the Order.

Acceptance of Orders. Licensor shall have the right, in its sole discretion to accept or reject any Order.

**Pricing Schedule & Fees**

The following is the suggested **List Price** that Licensee should consider charging its customers.

ACCUKNOX CSPM PRICING					
<b>FEATURES</b>					
	Centralized vulnerability management dashboard				
	Monitor Ticket Status and Autoclose				
	Create and Monitor Baselines				
	Create and Monitor Data lists				
	Reporting, Alerting				
	Channel integrations for SIEM, SOAR, Ticketing Systems				
<b>PRICING / Month</b>	Volume based discount				
<b>TIER</b>	<b>STARTER</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>	<b>ENTERPRISE</b>	<b>CUSTOM</b>
Per Month	\$2,500	\$5,000	\$7,500	\$10,000	
Upto # Assets	250	750	2,000	4,000	4,000+
Per Asset Price	\$10.00	\$6.67	\$3.75	\$2.50	negotiated
ACCUKNOX CWPP PRICING					
<b>FEATURES</b>					
	Zero Trust Run-time Security Policy Discovery and Recommendation				
	Single-pane of glass for multi-cluster orchestration				
	Multi-tenant SAAS platform				
	Reporting, Alerting				
	Channel integrations for SIEM, SOAR, Ticketing Systems				
<b>PRICING / Month</b>	Volume based discount				
<b>TIER</b>	<b>STARTER</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>	<b>ENTERPRISE</b>	<b>CUSTOM</b>
Per Month	\$2,500	\$5,000	\$7,500	\$10,000	
Upto # Nodes	100	250	400	750	750+
Per Node Price	\$25.00	\$20.00	\$18.75	\$13.33	negotiated
Services					
Cloud Security Engineer (optional) Priced at \$1,600/day [5 day Pack - \$6,000, to be used in min 1/2 day blocks]					
Support					
Pricing includes Standard Support					
Standard Support = <b>SILVER</b> (5 days X 9 hours).					
Premium Support = <b>GOLD</b> (6 days X 12 hours) = 15% of Subscription Fees					
PremiumPlus Support = <b>PLATINUM</b> (7 days X 24 hours) = 25% of Subscription Fees					
Pricing Notes					
[1] Assumes 3-year contract					
[2] 20% discount for purchasing CNAPP Suite (CSPM + CWPP)					
[3] Pricing valid for 90 days after indicated date					
[4] Subscription Fees billed 12 months in advance. Net 30 days					

Licensee shall set end-customer pricing at its discretion.

**PAYMENT TO LICENSOR**

Licensee shall pay Licensor per the following schedule:

Hosting Model	Licensee Hosts AccuKnox	AccuKnox hosts the platform
Licensee pays AccuKnox	25% of Revenues Received subject to a minimum of \$1,000 a month	35% of Revenues Received subject to a minimum of \$1,000 a month

**Payment Terms.** Upon written acceptance by Licensor of an Order, Licensor shall invoice Licensee for the fees associated with such Order, which shall be payable net-30 days from the invoice date. Licensee shall provide Licensor with information sufficient to issue an invoice including a purchase order number if applicable.