

This agreement (the "Agreement") constitutes a legally binding contract between M.A. Polce Consulting Incorporated, DBA Stactive ("Company" or "Stactive"), and the entity accessing or using the Company's platform and/or receiving its services ("Customer" or "You"). By placing an order that references this Agreement, renewing an existing order, subscribing to, or otherwise utilizing the services provided by the Company, the Customer agrees to be bound by the terms of this Agreement, including those that limit the Company's liability. If you are accepting these terms on behalf of the Customer, you affirm that you have the authority to bind the Customer to these terms. "Company" and "Customer" are each referred to as a "Party" and collectively as the "Parties."

Terms not otherwise defined have the meaning set forth in Section 12. Company and Customer hereby agree as follows:

1. PROVISIONS OF SERVICES.

1.1. Provision of Services. The Company will make the Services available to the Customer as outlined in this Agreement and the applicable Orders during each Subscription Term, provided that the Customer pays all required fees on time. The Company may deliver the Services and host the underlying Technology either on its own infrastructure or through a third-party cloud service provider. The Customer's purchase of Services is not dependent on the delivery of any future features or functionality, nor is it influenced by any statements—whether oral or written—made by the Company about future capabilities. The Company reserves the right to modify, improve, or expand the Services at its discretion, without incurring additional charges to the Customer. Additionally, the Company may enhance the Services by adding new features or functionality, which may be added to this Agreement at an extra cost if mutually agreed upon by the Parties in writing. Any specific terms or conditions that apply to the Services will be outlined in the Order that incorporates this Agreement. In the case of a direct conflict between the terms of this Agreement and the Order, the terms of the Order will take precedence.

1.2. License Grant. Subject to Customer's compliance with all of the terms and conditions of this Agreement, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable right to, as applicable, access/install and use the Company Platform (in downloadable and/or SaaS form) and the Technology, solely in connection with Customer's use of the Services under this Agreement.

1.3. Compliance. Customer shall maintain books and records sufficient to permit Company or an independent auditor retained by Company to verify Customer's compliance with the terms and requirements of this Agreement.

2. GENERAL RESTRICTIONS AND RESPONSIBILITIES

2.1. Company Responsibilities. As part of the Services, Company will (a) provide Customer with Company's standard support for the Services at no additional charge, and (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for any unavailability caused by circumstances beyond Company's reasonable control, including, for example, an act of God, act of

government, national emergency, pandemic, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, failure or delay of service from any third party cloud computing services provider, or denial of service attack. Company will provide support services and service level commitments in accordance with its standard policies, as in effect from time-to-time, which are available at Company's web site and will be provided on request. Company reserves the right to modify its maintenance and support services documentation from time-to-time and, other than immaterial changes and corrections, will give Customer reasonable notice of modifications thereto.

2.2. Customer Responsibilities. Customer shall (a) be responsible for Authorized Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired such Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the Documentation and applicable laws and government regulations, (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services, and (f) be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.3. Restrictions. Customer will not, directly or indirectly, make any Services available to, or use any Services for the benefit of, anyone other than Customer or its Authorized Users;

2.4. Customer Data. The Services can be used to access and process Customer Data in order to generate reports, analyses, documents, and/or results. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. Company will not access Customer Data except in accordance with (a) the licenses granted to Company in Section 7.3 (Customer Data; License); or (b) Section 6.4 (Compelled Disclosure).

2.5. Security. Company has implemented industry standard technical and organizational measures designed to secure the Services and Customer Data from accidental loss and unauthorized access, use, alteration or disclosure; however, Company cannot guarantee that unauthorized third-parties will never be able to defeat those measures to gain access to the Services, and as such, Customer understands that its use of the Services is at Customer's own risk. Notwithstanding the foregoing, each party shall take, and hereby represents that it has taken, all steps to ensure the reliability and security of its systems; and that it will comply with their respective

systems, network and data security policies. With respect to any personal information collected or received from or on behalf of Customer, Company shall only process such personal information in accordance with Company's Privacy Policy which is found on their website stactivecyber.com.

3. PROFESSIONAL SERVICES

3.1. Professional Services. The Parties may, but are under no obligation to, enter one or more SOWs for Professional Services to be performed by Company. No Professional Services shall be furnished to Customer by virtue of this Agreement alone, but shall require the execution of a SOW by both Parties. Unless otherwise expressly agreed in any particular Statement of Work, and subject to Section 7.2, ownership of all work product, developments, inventions, technology or materials provided under this Agreement shall be solely owned by Company, subject to the usage rights granted to Customer under this Agreement.

3.2. Scope Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular SOW by making a written request to Company specifying the desired modifications. Company shall submit an estimate of the cost for such modifications and a revised estimate of the time for performance pursuant to the SOW. Modifications in any SOW shall become effective only when a written change request is executed by authorized representatives of both Parties.

3.3. Company Personnel. Company shall be responsible for securing, managing, scheduling, coordinating and supervising Company personnel, including its subcontractors, performing the Professional Services.

3.4. Cooperation. Customer will provide all reasonably requested assistance to Company as may be reasonably necessary to enable Company to perform its obligations here under, including, without limitation, any obligations with respect to the Professional Services.

4. FEES AND PAYMENTS

4.1. Fees. Customer agrees to pay Company the fees and other amounts set forth on all applicable Orders and SOWs. Except as otherwise specified in an Order, (a) fees for Services are based on Services purchased and not actual usage except when usage is higher than purchased license quantity, (b) payment obligations are non-cancellable and fees paid are non-refundable and (c) quantities purchased cannot be decreased during the relevant Subscription Term.

4.2. Payment Terms. Unless otherwise specified in the applicable Order or SOW, all undisputed fees and other amounts due under this Agreement shall be due payable net thirty (30) calendar days after date of receipt by Customer of the applicable invoice.

4.3. Taxes. Unless an applicable tax-exempt certificate is provided, Customer shall be responsible for, all taxes, duties, and assessments imposed on Customer in

connection with fees paid under the provisions of this Agreement, including without limitation, all sales, use, excise or other taxes and duties, and Company will include all such taxes, duties and assessments on each applicable invoice.

4.4. Expenses. If agreed in the applicable SOW, Customer shall reimburse Company for any reasonable, actual out-of-pocket expenses incurred and approved by Customer, including travel expenses and related costs, incurred by Company employees and subcontractors, provided that such expense and costs are consistent with Customer's own travel policies and approved in advance by Customer.

4.5. Disputed Charges. Customer must notify Company in writing of any dispute or disagreement with invoiced charges within thirty (30) calendar days after the date of receipt of the applicable invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced.

4.6. Suspension. If any amount owing by Customer under this Agreement is thirty (30) or more days past due, Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the Services and/or Professional Services to Customer until such amounts are paid in full. Company will give Customer at least ten (10) days' prior notice that Customer's account is overdue before implementing any such suspension.

5. CONFIDENTIAL INFORMATION

5.1. Access. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the disclosing Party is required to maintain as confidential.

5.2. Mutual Obligations. Except as may be expressly set forth in this Agreement, each Party that receives Confidential Information of the other Party agrees during the term of this Agreement and thereafter, to: (a) use the Confidential Information only for the purposes of performing this Agreement; (b) hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (c) protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than reasonable degree of care, as the receiving Party uses to protect its own Confidential Information; (d) not create any derivative work from Confidential Information of the other Party; and (e) restrict access to the Confidential Information of the other Party to such of its personnel, subcontractors, and/or consultants who have a need to have access to such Confidential Information, who have been advised of the confidential nature of such information, and who have agreed in writing to terms no less protective than the terms set forth in this Agreement with respect to the treatment of such Confidential Information.

5.3. Confidentiality Exceptions. Section 5.2 shall not apply to Confidential Information that is: (a) publicly available or in the public domain at the time disclosed; (b) publicly available, becomes publicly available or enters the public domain through no fault of

the recipient; (c) rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) independently developed by the recipient without use of or reference to the disclosing Party's Confidential Information and by employees or other authorized agents of the receiving Party who have not been exposed to the disclosing Party's Confidential Information; or (f) approved for release or disclosure in writing by the disclosing Party.

5.4. Compelled Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required to: (a) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.5. Equitable Relief. The Parties acknowledge and agree that money damages would not be a sufficient remedy for breaches of this Section 6, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

6. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

6.1. Company. Company and its licensors own all right, title and interest, including all IP Rights, in and to all Company Confidential Information, Company Analytics, the Technology, the Company Platform, including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto, and any third party software provided by Company, and all software, associated documentation, hardware, materials, information, processes or subject matter that is proprietary to Company and is provided under this Agreement. Company expressly reserves all rights not expressly granted to Customer under this Agreement and all executed Orders and SOWs. Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Company or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Company, Company Analytics, the Company Platform or any IP Rights of Company.

6.2. Customer. Customer and its licensors own all right, title and interest, including all IP Rights, in and to the Customer Data and all Confidential Information disclosed by Customer. Company shall not knowingly engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Company obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data or Customer's IP Rights.

6.3. Customer Data; License. As between Company and Customer, Customer exclusively owns all rights, title, and interest in and to all of the Customer Data. Customer hereby grants Company a worldwide, limited-term license to host, copy,

transmit and display Customer Data, as necessary for Company to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer under this Agreement in or to Customer Data. Customer hereby grants to Company a perpetual, non-exclusive, royalty-free license to (a) use Customer Data in order to provide, monitor and improve the Services; and (b) use all of Customer Data that is anonymous and does not personally identify Customer, or an Authorized User for statistical, analytical and other aggregate use.

6.4. Suggestions. Customer hereby grants Company a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and/or Technology any suggestions, enhancement requests, recommendations, correction or other Feedback provided by Customer, including Authorized Users, relating to the functionality and/or operation of the Services and/or Technology.

7. REPRESENTATIONS AND WARRANTIES

7.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including any confidentiality obligations.

7.2. Services Warranties. Company warrants that: (a) the Services shall perform materially in accordance with the Documentation and (b) subject to Section 7.3 (Third-Party Applications), the functionality of the Services will not be materially decreased during a Subscription Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.5 (Termination for Breach). Customer acknowledges that availability of the Services depends upon the availability of the Internet and any third-party cloud computing services provider and that Company has no control over such availability. Accordingly, Company makes no representations, warranties, or covenants regarding the availability of the Services to the extent that such availability depends upon the availability of the Internet or any third-party cloud computing services provider.

7.3. Third Party Applications. Some Services have been built as a software-as-a-service on a cloud-computing platform. The Services are designed to work with the cloud-computing platform and with certain other Third-Party Applications. Customer's use of Third-Party Applications is governed entirely by the terms of Customer's agreement with the relevant third party. Nothing in this Agreement creates any rights or obligations on the part of Company with respect to such Third-Party Applications nor should this Agreement be construed as creating any rights or obligations on the part of any third party providing Third-Party Applications with respect to the Services provided by Company.

7.4. Professional Services Warranty; Exclusive Remedy. Company warrants the Professional Services performed hereunder will be performed in a professional and

workmanlike manner, using sound principles, accepted industry practices and competent personnel ("Professional Services Warranty"). The Professional Services Warranty shall not apply if the Services or Technology are implemented, customized, modified, enhanced or altered by Customer or any third party that is not specifically retained by Company as a contractor for such purposes. Customer's sole and exclusive remedy, and Company's sole obligation, in the event of a breach of the Professional Services Warranty is for Company, at its expense, to re-perform the Professional Services which were not as warranted, provided Company has received notice from Customer within thirty (30) calendar days of the completion of the Professional Services that Customer alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 7.4 SETS FORTH COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY.

7.5. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THE SERVICES, TECHNOLOGY, SOFTWARE OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. LIMITATIONS OF LIABILITY

8.1. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF THE PARTY FROM WHOM SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED.

8.2. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION.

8.3. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1. Infringement Claim.

9.1.1. Company shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the Services, Company Platform or Technology infringes a United States copyright or trademark or misappropriates any third party trade secrets (an "Infringement Claim"); provided that, Customer must give Company: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Company may reasonably request, at Company's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Company shall not, without the prior written consent of Customer, settle any third-party claim against Customer unless (i) such settlement completely and forever releases Customer with respect thereto or (ii) does not involve any financial obligation on the part of Customer. In any action for which Company provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

9.1.2. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 9.1, or in the event that Company believes that such a claim is likely, Company will, at its option: (a) appropriately modify the Services, Company Platform or Technology to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Company in its sole discretion, Company may terminate this Agreement on written notice to Customer and refund any pre-paid fees for services that have not been provided. THE PROVISIONS OF THIS SECTION 9.1 STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF COMPANY TO

CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

9.2. Mutual Indemnity. Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, directors, shareholders, members, managers, employees, agents and Affiliates (each, an "Indemnified Party") against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or omissions of the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Agreement or any SOW, which result in death, physical injury or property damage. The Indemnified Party must give the Indemnifying Party: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense, in connection with such defense and/ or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle any third-party claim against the Indemnified Party unless (i) such settlement completely and forever releases the Indemnified Party with respect thereto or (ii) does not involve any financial obligation on the part of the Indemnified Party. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, the Indemnified Party may participate in such defense at its own expense by counsel of its choice.

10. TERM AND TERMINATION

10.1. Agreement. This Agreement shall become effective upon purchase of Services or execution of an Order, and shall continue in effect until it is earlier terminated.

10.2. Subscription Terms and Auto-renewals. Each Subscription Term shall be for a one-year term unless specified in the applicable Order. UNLESS OTHERWISE AGREED, SUBSCRIPTIONS TO SERVICES WILL AUTOMATICALLY RENEW FOR ADDITIONAL ONE YEAR PERIODS, unless either Party gives the other Party written notice of non-renewal at least thirty (30) days before the end of the expiring Subscription Term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price increase before the end of the expiring Subscription Term, in which case the price increase will be effective upon renewal.

10.3. Term of Statements of Work. Unless otherwise stated in the applicable SOW, the term of each SOW shall last until performance thereunder is completed.

10.4. Termination on Expiration of Subscription Terms and SOWs. Upon expiration or termination of any and all Subscription Terms and SOWs executed under Agreement, either Party may terminate this Agreement by giving not less than thirty (30) days written notice to the other Party. Termination of any individual Order or SOW, does not terminate other Orders or SOWs still in force, each of which shall remain in full force and effect in accordance with its own terms.

10.5. Termination for Breach. Either Party may terminate this Agreement, or any Order or SOW executed under this Agreement, in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party; specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) calendar days of receipt of such notice (ten (10) calendar days in the case of non-payment). The non-breaching Party may terminate this Agreement, or any Order or SOW executed under this Agreement, in the event that such cure is not made within such thirty (30)-day period (or ten (10)-day period in the case of non-payment).

10.6. Bankruptcy. This Agreement, or any Order or SOW executed under this Agreement, may be terminated immediately by a Party through written notice if the other Party ceases to carry on business as a going concern, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

10.7. Obligations and Remedies. Termination of this Agreement and/or any particular Order or SOW (i) shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Order or SOW to survive termination; and (ii) regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

10.8. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately discontinue all use of the Services and promptly pay to Company all amounts due and payable under this Agreement. In addition, each Party shall: (a) immediately discontinue all use of the other Party's Confidential Information; (b) at the option of the disclosing Party, either return or destroy all Confidential Information of the disclosing Party in its possession; and (c) delete the disclosing Party's Confidential Information from its computer storage or any other media, except for archival copies which may be retained and shall be destroyed in accordance with the party's Record retention policy. Any such retained copies shall remain subject to Section 6 (Confidentiality). Each Party will, on request from the disclosing Party, provide the disclosing Party with a written certification of compliance with this Section 10.8 signed by an officer.

10.9. Survival of Obligations. The provisions of Sections 1, 3.3, 5, 6, 7, 8.5, 9, 10, 10.7 thru 10.9, 11 and 12, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1. Applicable Law; Venue and Jurisdiction. Unless otherwise expressly agreed in an Order, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its rules regarding conflicts of laws. THE PARTIES AGREE THAT ANY AND ALL CAUSES OF ACTION BETWEEN

THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK.

11.2. Export Compliance. Each Party shall comply with the export laws and regulations of the United States of America and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (b) Customer shall not permit Authorized Users to access or use the Services in violation of any U.S. export embargo, prohibition, or restriction.

11.3. Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of God, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

11.4. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail, return receipt requested; or (c) sent overnight using an overnight air courier. Notices will be considered to have been given at the time of actual delivery if delivered in person, three (3) business days after posting if sent by mail, or one (1) day after delivery to an overnight air courier service. Notices shall be addressed, if to Customer, to the address provided upon purchase, and if to Company, to Stactive, 401 Phoenix Drive, Rome NY, 13441, USA.

11.5. Assignment. Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Customer and their successors and permitted assigns.

11.6. Customer Attribution; Marketing. Each Party may use and display the other Party's name, logo, and success stories in its marketing materials. Upon Customer's prior written approval, Company may issue a press release announcing Customer's selection of Company's product and services and/or Customer's successful deployment of the Company products and services. Company may refer to Customer

in its marketing and promotional materials, verbally and/or in writing, provided Customer has provided its approval prior to publication thereof.

11.7. No Solicitation. Customer agrees that during the term of this Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any employee or consultant of Company without the prior written consent of Company. In the event Customer offers employment or engagement (whether as an employee, independent contractor or consultant) to an employee or consultant of Company it shall pay to Company an amount equal to one (1) year's salary of such employee or consultant as to help offset the costs Company will incur to replace the employee and provide training to the new employee(s). Customer shall not be in breach of this Section 11.7 if it can show by written records that there was no solicitation of employment or engagement (whether as an employee, independent contractor or consultant) and the person hired or engaged responded to a job posting or general advertisement (for example, through online job postings) that was publicly available and placed in connection with an open position.

11.8. General. The Parties are acting as independent contractors in making and performing this Agreement. The relationship arising from this Agreement does not constitute or create any partnership, joint venture, employment relationship or franchise between the Parties. No amendment to this Agreement or any Order shall be valid unless it is made in writing and is signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

12. DEFINITIONS.

Capitalized terms not otherwise defined, shall have the meanings set forth below.

“Authorized Users” means individuals employees, contractors and agents that Customer authorizes to use the Services on Customer’s behalf.

“Company Analytics” means all statistical, aggregated, analytical and anonymous information that Company uses to build new products or to improve the quality of its products and services, to identify potential security threats and incidents, to protect against fraudulent or illegal activity, and for security research and analytics purposes.

“Company Platform” means Company’s services and software application(s) that are made available to Customer under this Agreement either as a subscription service (e.g. a software-as-a-service or SaaS) or as downloadable software application for purposes of integrating with the SaaS or for receiving the Services.

“Confidential Information” means with respect to any disclosing Party, any material, data or information relating to a Party’s software, inventions, processes, formulas, technologies, designs, drawings, research, development, products, product plans, services, customers, customer lists, customers contact information, programs, markets, marketing plans, financial statements, or other business information, trade secrets or intellectual property that such disclosing Party treats as proprietary or confidential, and is marked as “confidential” or “proprietary” or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, (i) the Company Platform, Technology, and all IP Rights associated therewith shall constitute Confidential Information of Company, and (ii) Customer Data shall constitute Confidential Information of Customer.

“Customer Data” means any data, regardless of whether in printed or electronic form, that is (i) provided to Company by Customer in order for Company to perform its obligations under this Agreement, (ii) otherwise obtained by Company from Customer in the course of performing services, or (iii) provided to Company by Authorized Users.

“Customer Feedback” means any suggestions, ideas, or recommendations for improving or modifying Company’s products and/or services provided by Customer or Authorized Users.

“Documentation” means the technical documentation provided by Company to Customer in connection with the Services, expressed in any medium or format, as updated from time to time.

“Fees” means the fees listed in the Order for access to, use of and/or receipt of the Services.

“IP Rights” means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress,

logos, and other brand source distinctions; (iii) copyrights and works of authorship, or (iv) trade secrets and know-how.

"Intellectual Property of Company" means all IP Rights owned by, or licensed to, Company, including but not limited to, the Company Platform, Technology, Company Analytics, and Company Confidential Information.

"Order(s)" means any online onboarding processes or orders, and/or ordering documents for purchases of Services that are executed by Customer from time to time under this Agreement.

"Professional Services" means, in each instance, the implementation, integration, training, consulting or other professional services provided by Company pursuant to a SOW under this Agreement.

"Statement of Work" or "SOW" means one or more ordering documents for purchases of Professional Services that are executed by Customer and Company from time to time under this Agreement. Each SOW shall contain, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) reference to applicable rates and fees; (iii) responsibilities and dependencies of each Party; (iv) agreed upon specific deliverables, if any. By entering into a SOW hereunder, Customer agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the cyber security services provided by Company (through the Company Platform) as described in the Documentation, that are purchased by Customer, but excluding Third-Party Applications and Professional Services.

"Subscription Term" means the period of time from the start date to the end date specified in each subscription purchased hereunder. Each renewal of a subscription, whether automatic or otherwise, shall constitute a new Subscription Term.

"Technology" means all software (including the Company Platform), designs, formulas, algorithms, processes, and programs that are owned by Company or its licensors and that are used to provide the Services.

"Third-Party Applications" means software products that are provided by third parties but may be configured to interoperate with the Services and Technology.

"Updates" mean all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Services and Documentation, as developed by Company and made generally available for use without a separate charge to Customers.

THE AGREEMENT (AND ITS ORDER FORMS AND OTHER DOCUMENTS INCORPORATED BY REFERENCE) SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SUPERSEDES

AND MERGES ALL PRIOR ORAL AND WRITTEN AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER , AND NEITHER OF THE PARTIES WILL BE BOUND BY ANY CONDITIONS, INDUCEMENTS OR REPRESENTATIONS OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN. ANY PURCHASE ORDER ISSUED BY CUSTOMER IS MERELY FOR THE ADMINISTRATIVE CONVENIENCE OF CUSTOMER AND COMPANY SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS OR OTHER PROVISIONS OF THE PURCHASE ORDER.

ACCEPTANCE

Customer:

Customer Company Name (Print):

Customer Company Address (Print):

Customer Authorized Representative (Print):

Customer Authorized Representative (Signature): _____

Date:

Stactive:

Stactive Company Address (Print): 401 Phoenix Drive, Rome, NY 13441

Stactive Authorized Representative (Print):

Stactive Authorized Representative (Signature): _____

Date: