

**LEAKSIGNAL
END USER LICENSE
AGREEMENT (EULA)**

Last Updated Date: June 2nd, 2023

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER”, “YOU” OR “YOUR”) AND LEAKSIGNAL, INC. (“LEAKSIGNAL”, “WE” OR “OUR”). BY DOWNLOADING, INSTALLING OR USING LEAKSIGNAL SOFTWARE, YOU SIGNIFY YOUR AGREEMENT TO AND ACCEPTANCE OF THE TERMS CONTAINED HEREIN AND ANY FUTURE AMENDMENTS OR ADDITIONS TO THIS AGREEMENT AS PUBLISHED FROM TIME TO TIME AT WWW.LEAKSIGNAL.COM/SUPPORT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT DOWNLOAD, INSTALL, HOST, OR USE THE LEAKSIGNAL SOFTWARE.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or LeakSignal, as applicable, where “**Control**” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

“**Software**” means the program modules and features of LeakSignal-supplied software, whether provided in a form hosted by LeakSignal (“**SaaS Software**” or “**Hosted Services**”) or an on-premise form (“**On-Prem Software**”) as set forth on the Order (as defined below), including documentation, updates, upgrades and new releases of such software that LeakSignal provides generally to its customers from time to time as part of Support Services and any Software provided pursuant to Professional Services.

“**Order**” means an order form signed by both parties or a LeakSignal quote accepted by Customer or similar document for ordering Software and/or Support Services (whether directly with LeakSignal or through a LeakSignal reseller), including applicable license metrics (e.g., number of services protected, number of workloads, number of users or accounts, duration of the Subscription Term, etc.) and the associated fees for the Subscription Term, Support Services and Professional Services if applicable.

“**Subscription Term**” means the license or subscription term purchased by Customer for the Software as set forth in the applicable Order or, if not specified in the Order, the default subscription term set forth in the License Grant Section below.

“**Support Services**” means the support and maintenance services set forth in a LeakSignal Support Services Addendum or Master Services and License Agreement. Supporting documentation can be requested at www.leaksignal.com/support.

“**Monitored Service**” means any compute environment such as an appliance, virtual machine, hosted (serverless), cloud or microservice runtime that is monitored and/or protected by LeakSignal.

“**Monitored Gateway**” a Layer 4-7 traffic processing gateway or proxy such as Envoy or similar reverse proxy that is monitored and/or protected by LeakSignal.

2. License Grant and Support.

a. License. Subject to payment of the fees and the limitations and restrictions set forth herein or in an Order, LeakSignal grants you and your Affiliates a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license during the Subscription Term to (i) if On-Prem Software, download, install, and use the Software, or (ii) if SaaS Software, access and use the Software in accordance with LeakSignal's standard Hosted Services (SaaS) Addendum (attached hereto as Exhibit A). If no Subscription Term is set forth on the Order, the default Subscription Term for (a) an evaluation, trial, proof of concept, or other similar purpose (each an "Evaluation License") shall be thirty (30) days, and (b) a paid subscription shall be one (1) year, from the date the Software is provided to or made available to Customer. Where the Order specifies a quantity of Monitored Services or Monitored Gateways, the maximum quantity licensed is the cumulative number counted by the Software during each month of the Subscription Term.

b. Support and Maintenance. Subject to payment of any applicable fees set forth in an Order for Support Services for Software, LeakSignal shall provide Customer with the applicable Support Services (whether standard or premium support) as set forth in the LeakSignal Support outline available at www.leaksignal.com/support, which is hereby incorporated by this reference.

c. Use by Affiliates. If you licensed Software for use by your Affiliate, you shall: (i) provide the Affiliate with a copy of this Agreement; (ii) ensure that the Affiliate complies with this Agreement as if the Affiliate was you/Customer; (iii) be responsible and liable for any breach of this Agreement by such Affiliate; and (iv) where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from your Affiliates' use of the Software in such jurisdictions.

d. Use Prohibitions. Customer shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software, except to the extent such restrictions are permitted by applicable law; (b) make unauthorized copies of the Software (except as necessary for backup purposes for On-Prem Software); (c) license, rent, sell, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) distribute any copy of the Software to any third party; (f) use any 'locked' or key-restricted feature, function, service, application, operation, or capability without first purchasing the applicable license(s) and obtaining a valid key from LeakSignal, even if such feature, function, service, application, operation, or capability is enabled without a key; (g) distribute any key for the Software provided by LeakSignal to any third party; (h) use the Software in any manner that extends or is broader than the uses purchased by Customer from LeakSignal or an authorized LeakSignal reseller; (i) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of LeakSignal; (j) access the Software in order to build a similar or competitive product or service; or (k) use the Software in any manner other than as expressly provided herein. Except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means. Nothing in this Agreement is transferable or assignable by Customer without prior written consent of LeakSignal. No license is granted herein to any user who did not originally purchase the applicable license(s) for the Software from LeakSignal or an authorized LeakSignal reseller.

e. Ownership. LeakSignal and LeakSignal's licensors, respectively, retain ownership of all right, title, and interest (including copyright, trade secret and other intellectual property rights) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Agreement constitutes a sale, transfer or

conveyance of title to the Software. All rights not expressly granted hereunder are reserved by LeakSignal and its licensors.

3. Customer Data. Customer hereby authorizes LeakSignal to use the Software to monitor and collect data, which includes the right for LeakSignal to access and review Customer's usage information (as defined in the Order, if applicable) as well as any network, security, user, data and file object information, and operational and historical information (collectively, "Customer Data"). Customer agrees to provide LeakSignal with any credential information necessary to permit LeakSignal to access such Customer Data. Customer acknowledges and agrees that LeakSignal will use such Customer Data to provide services to Customer and for LeakSignal's business purposes, including but not limited to, auditing purposes, analytics purposes, statistical purposes, bug fixes, creating reports for Customer, and operating, maintaining, and improving LeakSignal's products and services. Customer further agrees that LeakSignal may use Customer Data to create anonymized data and/or statistics for any purpose in a manner that is not directly attributable to or identified with Customer.

4. Data Transfer. Where LeakSignal requires the right to transfer Customer Data for the legitimate purpose of providing Support Services and/or delivering the Hosted Services to Customer then LeakSignal shall process such data consistent with the requirements and standards set forth in the Data Processing Agreement that can be requested at www.leaksignal.com/support, which is hereby incorporated by this reference.

5. Data Protection. With respect to the delivery of Hosted Services or Support Services, where LeakSignal hosts Customer Data, LeakSignal shall process such data consistent with the requirements and standards set forth in the Data Processing Agreement that can be requested at www.leaksignal.com/support.

6. Professional Services. If Customer has ordered professional services from LeakSignal under the applicable Order, LeakSignal will provide such professional services subject to the terms and conditions of the Professional Services Addendum agreed to in writing by the parties.

7. Fees. Unless applicable fees are paid to a LeakSignal authorized reseller pursuant to a separate agreement between Customer and such reseller, LeakSignal will invoice Customer for the fees set forth in the Order. Unless otherwise agreed to in an Order, Customer shall pay all invoices within thirty (30) days of the invoice date (the "**Invoice Due Date**"). All payment obligations are non-cancelable, and all amounts paid are non-refundable. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on LeakSignal's income. Customer represents and warrants that the billing and contact information provided to LeakSignal is complete and accurate. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one percent (1%) per month or the maximum amount allowed by law, whichever is lesser. In addition to any other available remedies, LeakSignal shall be entitled to terminate or suspend Customer's access to the Software if payments are not received by the Invoice Due Date without liability to Customer until such amounts are paid in full.

8. Audit and True-Up of Software Usage. Upon request by LeakSignal, and in any case within thirty (30) days of each anniversary of first access to the Software, Customer shall provide an accurate report of the Software usage (e.g Monitored Service and/or Monitored Gateways) during the Subscription Term. Customer shall pay LeakSignal or LeakSignal's reseller (as applicable) the true-up fees (based on the same pricing in the original Order pro-rated for the duration of the Subscription Term) effective as of the date of over-utilization. Customer understands and agrees that: (a) LeakSignal may monitor Customer's use of the Software for SaaS Software and (b) Customer shall provide LeakSignal with remote or on-site access to the Software for On-Prem Software, as and when requested by LeakSignal, in each case for LeakSignal to assess Customer's compliance with this Agreement, including the usage metrics set forth in the applicable Order. During the Subscription Term of this Agreement and for a period of one (1) year thereafter: (i) Customer shall maintain complete and accurate written records of its Software use solely for LeakSignal to verify Customer's compliance with the usage metrics in the applicable Order;

and (ii) LeakSignal shall have the right, no more than once in each rolling twelve (12) month period, upon at least thirty (30) days' prior written notice, to conduct an inspection and audit of such records and Customer's systems, and to obtain such other information as necessary, to determine Customer's compliance with this Agreement and the usage limitations set forth in the applicable Order. Such audit will be conducted during Customer's regular business hours at Customer's offices in such a manner as not to interfere unreasonably with Customer's normal business activities. If an audit reveals any amounts owed for any billing period, Customer shall promptly pay such amounts to LeakSignal plus the applicable late fees as provided in the Fees Section above.

9. Confidentiality. "Confidential Information" means all information of a party ("Disclosing party") disclosed to the other party ("Receiving party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. This Agreement, any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all non-public information regarding LeakSignal's business, products and services are the Confidential Information of LeakSignal. The Receiving party will: (i) not use the Disclosing party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its (a) employees, consultants, agents and professional advisers who have a "need to know" for the Receiving party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing party, and, to the extent within its control, permit the Disclosing party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing party in seeking to obtain such protection. Further, this Section will not apply to information which the Receiving party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving party; (iii) is rightfully obtained by the Receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving party who had no access to such information. The Receiving party acknowledges that unauthorized disclosure of Confidential Information could cause substantial harm to the Disclosing party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving party the Disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity. Upon expiration or termination of this Agreement, the Receiving party shall return or destroy, at the Disclosing party's election, all Confidential Information of the Disclosing Party.

10. Limited Warranty. LeakSignal warrants that the Software will in all material respects conform to the functionality described in the documentation for the Software for a period of thirty (30) days from the earlier of the date of (a) download or first access (as applicable) or (b) license of the Software pursuant to an Order (the "**Warranty Period**"). Your sole and exclusive remedy and LeakSignal's sole and exclusive liability for a breach of the foregoing warranty shall be for LeakSignal to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the applicable LeakSignal documentation. LeakSignal warrants that, to the knowledge of LeakSignal and except as disclosed in the Software documentation, at the time of initial delivery of the Software to Customer (for On-Prem Software) or the time that the Software is first made available to Customer (for SaaS Software), the Software contains no time bombs or other codes or instructions that may be used by LeakSignal to access, modify, delete or disable your computer systems or those of other parties accessing your computer systems. LeakSignal warrants that it has used commercially reasonable means to protect against the introduction of viruses by the Software to your computer systems at the time of initial delivery of the Software to Customer (for On-Prem Software) or the time that the Software is first made available to Customer (for SaaS

Software). THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED.

11. Warranty Restrictions. The above limited warranty does not apply if the Software, product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by LeakSignal or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with LeakSignal's documentation, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is an Evaluation License (e) was not obtained directly from LeakSignal or an authorized LeakSignal reseller; or (f) is Software that LeakSignal expressly provides on an "AS IS" basis.

12. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES PURSUANT TO THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY. LEAKSIGNAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. LEAKSIGNAL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LEAKSIGNAL SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LEAKSIGNAL SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE PREVENTS THIRD PARTIES FROM CAUSING HARM OR GAINING UNAUTHORIZED ACCESS TO YOUR COMPUTER SYSTEMS. FURTHERMORE, LEAKSIGNAL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO INFORMATION OR ADVICE GIVEN BY LEAKSIGNAL OR AN AUTHORIZED LEAKSIGNAL REPRESENTATIVE SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AND AS SET FORTH HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Limitation of Liability. SUBJECT TO THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LEAKSIGNAL NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR (B) FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE AND LOSS OF PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEAKSIGNAL'S TOTAL AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED: (1) IF CUSTOMER WAS USING THE SOFTWARE UNDER A PAID LICENSE, THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM OR (2) IF CUSTOMER WAS USING THE SOFTWARE UNDER AN EVALUATION LICENSE FOR WHICH IT DID NOT PAY, \$100.

14. Indemnification. Except for LeakSignal's indemnification obligations in this Section, you will defend, and pay any damages awarded against, LeakSignal or LeakSignal's successors, employees, officers or directors from and any all third party claims, suits, demands and causes of action, (including but not limited to reasonable

attorney's or expert witness fees) arising out of your use of the Software under this Agreement. LeakSignal will defend, and pay any damages awarded against, you or your successors, employees, officers or directors from any and all third party claims, suits, demands and causes of action, (including but not limited to reasonable attorney's or expert witness fees) arising out of any direct or indirect infringement of any U.S. copyright or trade secret as a result of the use of the Software hereunder, provided that you: (1) promptly provide written notice to LeakSignal with regard to any such claim or action, (2) allow LeakSignal sole control of the defense and related settlement negotiations with regard to any such claim or action and (3) cooperate with LeakSignal in the defense thereof. In the event an injunction is obtained against your use of any Software supplied hereunder or if LeakSignal believes the Software is likely to become the subject of any claim of infringement or violation of copyright or trade secret of a third party, LeakSignal may, at its own option and expense: (x) procure for you the right to continue to use the Software as contemplated, or (y) replace or modify the Software so that it becomes non-infringing, provided that such modifications or replacements do not materially and adversely affect the functionality of the Software, or (z) if LeakSignal determines that neither of the alternatives in (x) or (y) is reasonably feasible, terminate this Agreement upon notice to you and refund you a pro rata portion of any prepaid license fees paid by you for the Software and applicable to the period after such termination. Notwithstanding the foregoing, LeakSignal will have no obligation under this Section or otherwise with respect to any infringement claim to the extent based upon (i) any unauthorized use, reproduction, or distribution of the Software; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by LeakSignal; or (iii) any modification of the Software by any person other than LeakSignal or its authorized agents or contractors. This Indemnification Section states LeakSignal's entire liability and Customer's sole and exclusive remedy for infringement claims and actions. If Customer is using the Software under an Evaluation License, the foregoing indemnity does not apply.

15. Term and Termination. The term of this Agreement shall commence on the date the first Order or an Evaluation License is entered into by the parties and end on the earlier of the date on which this Agreement is terminated as provided herein or the first date on which there is no Subscription Term for the Software in effect. Any breach of this Agreement or failure by Customer to pay any applicable fees due shall result in automatic termination of the license granted herein. All subscriptions will automatically cease at the end of the Subscription Term and shall not automatically renew; however, LeakSignal shall use reasonable efforts to provide Customer with thirty (30) days' notice of any subscriptions due to end in order to afford Customer sufficient time to renew its subscription by entering into a new Order. Upon expiration or termination of this Agreement for any reason, (i) Customer shall, at LeakSignal's election, destroy or return to LeakSignal, all LeakSignal Confidential Information and copies of the Software and related documentation in Customer's possession or control and (ii) immediately pay LeakSignal for any unpaid fees owed. Customer acknowledges and agrees that it is Customer's sole responsibility to back up its Customer Data. Unless otherwise agreed in writing by LeakSignal, LeakSignal shall not have any obligation to store Customer Data and may elect in its sole discretion to delete Customer Data at any time upon or after expiration or termination of this Agreement.

16. Export Control. You may not use or otherwise export or re-export the LeakSignal Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the LeakSignal Software may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the LeakSignal Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

17. Third Party Software. Third party software, whether proprietary or open source, may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). Any licensor of LeakSignal whose software is embedded in the Software and any supplier of LeakSignal whose products or technology are embedded in (or services are accessed by) the Software shall be a third-party beneficiary with respect

to this Agreement, and such licensor or vendor shall have the right to enforce this Agreement in its own name as if it were LeakSignal. To the extent portions of the Software are distributed under and subject to open-source licenses obligating LeakSignal to make the source code for such portions publicly available (such as the GNU General Public License (“GPL”) or the GNU Library General Public License (“LGPL”)), LeakSignal will make such source code portions (including LeakSignal modifications, as appropriate) available in accordance with the terms of such licenses. Such request can be made in writing to LeakSignal, Inc., 440 N Barranca Ave. #2023, Covina, CA 91723, ATTN: Business Operations. You may request a copy of the GPL or LGPL at www.leaksignal.com/support.

18. Government End Users. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this Agreement to the maximum extent permitted by law.

19. General. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this Agreement shall be governed by the laws of the State of California and of the United States, without regard to any conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in California with sole venue in the courts located in Santa Clara County and each party hereby submits to the personal jurisdiction of such courts, except that either party may seek relief in any court of competent jurisdiction to protect or enforce its Confidential Information and its intellectual property and proprietary rights. The rights and obligations of the parties to this Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

20. Publicity. Customer authorizes LeakSignal to use Customer’s name in any routine list of LeakSignal clients and as a reference or with prior written consent of the other party, may publicize the Software and services offered under this Agreement in its marketing and advertising material, and may reproduce the company name, logo, trademark, trade name, service mark, or other commercial or product designations of the other party in connection therewith; provided, however, that such prior written consent shall not be required in connection with any filings which it deems in its good faith discretion to be necessary under federal or state securities laws.

21. Complete Agreement. This Agreement, including the incorporated LeakSignal website Privacy Policy, Support Services Addendum, Hosted Services (SaaS) Addendum, Professional Services Addendum and Data Processing Agreement, constitutes the entire agreement between the parties with respect to the use of the Software and LeakSignal’s professional services and supersedes all prior or contemporaneous understandings regarding such subject matter. Any pre-printed terms in any order form or other similar document provided by an individual or entity other than LeakSignal that add to, or conflict with or contradict, any provisions in the Agreement will have no legal effect unless signed by an authorized signatory of LeakSignal. The parties acknowledge and agree that, except as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any party from liability for fraud or fraudulent misrepresentation.

22. Amendment. Customer acknowledges and agrees that LeakSignal has the right, in its sole discretion, to modify this Agreement from time to time. When changes are made to this Agreement, LeakSignal will make a new copy of this Agreement available at www.leaksignal.com/support and we may also attempt to notify you by sending you an email to the last email address you provided to us (if any). Therefore, you agree to promptly notify us of

any changes in your email address. LeakSignal will also update the “Last Updated” date at the top of the Agreement. Any changes to the Agreement will be effective immediately for new Customers and will be effective thirty (30) days after posting notice of such changes at www.leaksignal.com/support for existing Customers. If you do not agree to any change(s), you shall stop using the Software. LeakSignal may require you to provide consent to the updated Agreement before further use of the Software is permitted. Otherwise, your continued use of the Software constitutes acceptance of such change(s). PLEASE REGULARLY CHECK WWW.LEAKSIGNAL.COM/SUPPORT TO REQUEST THE THEN-CURRENT TERMS OF THE AGREEMENT.

Company _____ Company: LeakSignal, Inc
Address: _____ Address: 440 N Barranca Ave. #2023, Covina, CA 91723
By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

EXHIBIT A
LEAKSIGNAL
HOSTED SERVICES (SAAS)
ADDENDUM

1. Scope of Services.

1.1. Availability Requirement. LeakSignal shall make the Hosted Services available, as measured over the course of each calendar month during the Subscription Term and any additional periods during which LeakSignal does or is required to perform any Hosted Services (each such calendar month, a “Service Period”), at least 99.8% excluding only the time the Hosted Services are not available solely as a result of one or more Exceptions (the “Availability Requirement”).

1.1.1. Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“Exceptions”):

1.1.1.1. Customer’s misuse of the Hosted Services;

1.1.1.2. Failures of Customer’s or its authorized users' internet connectivity;

1.1.1.3. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by LeakSignal; or

- 1.1.1.4. Customer's or any of its authorized users' failure to meet any minimum hardware or software requirements; or
- 1.1.1.5. Scheduled Downtime as set forth herein.

1.2. Scheduled Downtime. LeakSignal shall notify Customer at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("Scheduled Downtime"). All such scheduled outages shall: (a) last no longer than four (4) hours; and (b) occur no more frequently than once per week; provided that LeakSignal may request, subject to Customer's reasonable approval, extensions of Scheduled Downtime above four hours.

1.3. Remedies for Service Availability Failures. If Customer's production instances of the Hosted Service fall below the Availability Requirement during a calendar month, Customer's exclusive remedy for failure of the Hosted Service to meet the Availability Requirement is to request that either: (a) the affected Subscription Term be extended for the number of minutes the Hosted Service was not available in the month in accordance with the Availability Requirement; or (b) LeakSignal issue a service credit to Customer for the dollar value of the number of minutes the Hosted Service was not available in the month in accordance with the Availability Requirement (determined at the deemed per minute rate LeakSignal charges to Customer for Customer's use of the affected Hosted Service), which Customer may request LeakSignal apply to the next invoice for subscription fees.

1.4. Requests. Customer must request all service credits or extensions in writing to LeakSignal within 30 days of the end of the month in which the Availability Requirement was not met, identifying the support requests relating to the period Customer's production instances of the Hosted Service was not available. The total amount of service credits for any month may not exceed the subscription fee for the affected Hosted Service for that month and has no cash value. LeakSignal may delay issuing service credits until such amounts reach \$1,000 USD.

1.5. Notice. LeakSignal will give Customer 10 days' prior notice of any repairs, maintenance, improvements, or changes to the cloud infrastructure used by LeakSignal to operate and deliver the Hosted Service ("Infrastructure Modification") if LeakSignal, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Hosted Service, unless, in the reasonable judgment of LeakSignal, the Infrastructure Modification is necessary to: (a) maintain the availability, security, or performance of the Hosted Service; (b) comply with law; or (c) avoid infringement or misappropriation of third-party intellectual property rights.