

## End User Licence Agreement

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE PROCEEDING.

This end user licence agreement (EULA) is a legal agreement between you (Customer or you) and CybSafe Ltd (CybSafe) incorporated and registered in England and Wales with company number 9642350 whose registered office is at 5 New St Square, London EC4A 3TW (and for US based users only between you and CybSafe Inc CybSafe Inc. a Delaware corporation with an office located at 361 Newbury Street, 5th floor - #5670, Boston, MA 02115, US) for the use of the subscription services provided by CybSafe (in some cases via an Authorised Partner to you) via <https://cybsafe.com>.

By accessing the Services, you are stating that you have read this EULA, agree to all of its terms and consent to be bound by and are becoming a party to it. If you do not agree to all of the terms of the EULA, do not continue. If you are accepting this EULA on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or the applicable entity (ii) you have read and understand this EULA and (iii) you agree to this EULA on behalf of the party that you represent.

Acceptance of this EULA is required as a condition to proceeding with access and use of the Service and Documentation. If you do not agree to all of the terms or you do not have the legal authority to bind you employer or the applicable entity, you must not access the Service and Documentation.

In consideration of the mutual benefits and obligations contained herein, you and CybSafe hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

**1.1.** The definitions and rules of interpretation in this clause apply in this EULA.

**Agreed Terms:** the agreement made between the Customer and the Authorised Partner for the provision of the Services.

**Affiliate(s):** in respect of either party, a company, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

**Authorised Partner:** a person authorised by CybSafe to resell or distribute the Services or in specific cases, provide customer support.

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.

**Customer Data:** the data inputted by the Customer, Authorised Users, or an Authorised Partner on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Data Controller:** has the meaning set out in the Data Protection Laws;

**Data Processor:** has the meaning given to that term in the Data Protection Laws;

**Data Protection Laws:**

(i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 and/or

(ii) the General Data Protection Regulation (UK GDPR), and/or any corresponding or equivalent United Kingdom national laws or regulations; or

(iii) the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the "CCPA").

(iv) and, in either case any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority

**Data Subject:** has the meaning set out in the Data Protection Laws;

**Documentation:** the document made available to the Customer by CybSafe online via <https://cybsafe.com> or such other web address notified by CybSafe to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**Integration:** any means provided by CybSafe as part of the Services which facilitates connection to or interaction with a Non-CybSafe Service.

**Personal Data:** has the meaning given to that term in the Applicable Data Protection Laws and relates only to personal data, or any part of such personal data in relation to which CybSafe is providing services under this EULA.

**Services:** the subscription services provided by CybSafe to the Customer under this EULA via <https://cybsafe.com> or any other website notified to the Customer by CybSafe from time to time, as more particularly described in the Documentation and including the online software applications provided by CybSafe as part of the Services. This includes **Early Access** which means CybSafe features, functions, products or services that are not generally available to CybSafe customers and **Free Services** which means any Services (or any feature or function of the Services) identified as being provided without charge (for the duration of the period during which it is provided on such basis);

**Sub-Processors:** as outlined [here](#) and updated from time to time. For the avoidance of doubt, CybSafe leverages AI systems and users are informed in a transparent way, in accordance with Art 50 of the EU AI Act. We explicitly prohibit using the Services for Art 5 prohibited AI practices. The AI systems are all classified low risk.

**Subscription Term:** the Subscription Term agreed between the Customer and an Authorised Partner.

**Supervisory Authority:** any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

**User Subscriptions:** the user subscriptions purchased by the Customer from an Authorised Partner which entitle Authorised Users to access and use the Services and the Documentation in accordance with this EULA.

**1.2.** Clause, schedule and paragraph headings shall not affect the interpretation of this EULA.

**1.3.** A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

**1.4.** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**1.5.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

**1.6.** A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this EULA.

**1.7.** A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this EULA under that statute or statutory provision.

**1.8.** References to clauses and schedules are to the clauses and schedules of this EULA; references to paragraphs are to paragraphs of the relevant schedule to this EULA.

## 2. SERVICES

**2.1.** Subject to the restrictions set out in this clause 2 and the other terms and conditions of this EULA, CybSafe hereby grants to the Customer (and its Affiliates as identified) a non-exclusive, non-transferable non-sublicensable licence to permit the Authorised Users to use the Services and the Documentation during the

Subscription Term solely for the Customer's internal business operations. This licence will also govern any updates or add features unless a separate licence is provided for those.

**2.2.**In relation to the Authorised Users, the Customer undertakes that:

- 2.2.1.**the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
  - 2.2.2.**it will not allow or suffer any User Subscription to be used by more than one individual Authorised User;
  - 2.2.3.**each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his password confidential;
- 2.3.**The Customer shall not except as may be permitted by any applicable law which is incapable of exclusion by agreement between the parties.
- 2.3.1.1.**attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
  - 2.3.1.2.**attempt to reverse compile, modify, disassemble, reverse engineer, attempt to derive source code from or otherwise reduce to human-perceivable form all or any part of the Services or
  - 2.3.1.3.**access all or any part of the Services and Documentation in order to design, build or improve a product or service which competes with the Services or has features or functionality substantially similar to the Services, or for the purposes of competitive analysis; or
  - 2.3.1.4.**use the Services and/or Documentation to provide services to third parties, or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
  - 2.3.1.5.**license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
  - 2.3.1.6.**attempt to hack, defeat, or overcome any encryption technology or security measures regarding the Services or CybSafe's other systems or those of any third party, or gain any unauthorised access to any systems or accounts; or
  - 2.3.1.7.**introduce or permit the introduction of, any virus, malware or vulnerability into CybSafe's network and information systems; or
  - 2.3.1.8.** remove or modify any trademark or copyright notices contained in the Services; or
  - 2.3.1.9.** use the Services for any activity (including display of any Customer Data) which (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (iv) is otherwise illegal or causes damage or injury to any person or property

and CybSafe reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Section

- 2.4.**The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Authorised Partner.
- 2.5.**CybSafe shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this EULA. This EULA governs the usage of the Services by the Customer and not the commercial terms and conditions agreed between the Authorised Partner and the Customer.

### **3.CUSTOMER DATA**

- 3.1.**The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

**3.2.** CybSafe shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for CybSafe to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by CybSafe in accordance with the archiving procedure described in its Back-Up Policy. CybSafe shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by CybSafe to perform services related to Customer Data maintenance and back-up).

#### **4. DATA PROTECTION**

- 4.1.** CybSafe and the Customer agree that, for the purposes of Applicable Data Protection Laws, CybSafe is the Processor and the Customer is the Controller with respect to the processing of personal data. Respective obligations are set out in Schedule 1 below. CybSafe is authorised to use the Personal Data solely for the purpose of providing the Services and as may be required by law.
- 4.2.** The collection, use, and disclosure of Personal Data by CybSafe is subject to the CybSafe Privacy Notice. The Customer acknowledges that the Services includes sending Authorised Users simulated cyber security attack communications, therefore the Customer shall ensure that Authorised Users are apprised of the CybSafe Privacy Notice prior to their first engagement with such communications.
- 4.3.** Each party shall comply with its obligations set out in Schedule 1 regarding processing of Personal Data.
- 4.4.** CybSafe routinely undertakes regular backups of the Services (which may include Customer Data) for its own business continuity purposes. Such backups shall not result in any loss or damage to, destruction, alteration, disclosure of or unauthorised access to or use of Customer Data.
- 4.5.** Without prejudice to CybSafe's obligations under Applicable Data Protection Laws:
- (a) In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against CybSafe shall be for CybSafe to aim for restoration from the latest back-up of such Customer Data; and
  - (b) CybSafe shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by CybSafe to perform services related to Customer Data maintenance and back-up).
- 4.6.** Customer Data may be exported from the Services by the Customer at any time during the Subscription Term in accordance with the functionality of the platform.
- 4.7.** CybSafe will notify the Customer without undue delay (but in any event within 48 hours of becoming aware) of any unauthorised access to its Customer Data (a "Security Incident"), will promptly take all necessary steps to prevent any further loss of Customer Data resulting from the Security Incident, and will provide the Customer with reasonable cooperation in investigating the Security Incident (including, on request and to the extent reasonable, providing the Customer with information regarding the Security Incident).

#### **5. CYBSAFE'S OBLIGATIONS**

- 5.1.** CybSafe shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer subject to the terms of this EULA. CybSafe shall not be responsible for any Service failure or other issue to the extent caused by any of the following: (i) incorrect operation or use of the Services by the Customer, or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications of Customers facilities or systems); (ii) use of any of the Services other than for the purposes for which it is intended; (iii) use of any Services with other software or services or on equipment with which it is incompatible (unless CybSafe recommended or required the use of that other software or service or equipment in the Documentation); (iv) any act by any third party (including hacking or the introduction of any Virus or malicious code, or interference with the Services by any service provider of the Customer); (v) any modification of Services (other than that undertaken by CybSafe or at its direction); or (vi) any breach of this EULA by the Customer (or by any Authorised User).
- 5.2.** CybSafe warrants that in its provision of the Services and the Professional Services it will comply with all laws and regulations generally applicable to it as a business and a provider of software as a service solutions. All decisions that the Customer makes in relation to the information that the Services provides including the CybSafe Content are made at the Customer's own risk. CybSafe does not purport to give legal

or professional advice to the Customer in relation to compliance with laws relating to information security. The Services are intended to provide the Customer with tools and content to help the Customer make its own decisions in relation to its security policies and stance, taking into account other factors with relevance to the Customer's particular circumstances of which the Customer and its advisers should reasonably be aware.

**5.3.** CybSafe has implemented and maintains a policy for compliance with anti-corruption and anti-bribery laws applicable to it. This policy prohibits the offering or soliciting of any illegal or improper bribe, facilitating payment, gift, to or from any of the Customer's employees or agents in connection with this EULA.

**5.4.** CybSafe has and will maintain a disaster recovery and business continuity plan. CybSafe does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

**5.5.** The Customer acknowledges and agrees that CybSafe does not control the security of the Internet and telecommunications providers' networks and that CybSafe shall have no liability for any changes to, interception of, or loss of Customer Data while in transit by means of the Internet or telecommunications providers' networks.

## **6. CUSTOMER'S OBLIGATIONS**

**6.1.** The Customer shall:

comply with all applicable laws and regulations with respect to its activities under this EULA;

ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this EULA and shall be responsible for any Authorised User's breach of this EULA;

obtain and shall maintain all necessary licences, consents, and permissions necessary for CybSafe, its contractors and agents to perform their obligations under this EULA, including without limitation the Services;

ensure that its network and systems comply with the relevant specifications provided by CybSafe from time to time; and

be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CybSafe's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## **7. INTEGRATIONS**

**7.1.** Depending on the Customer's Agreed Terms, the Customer acknowledges that Integrations may enable or assist it to access and correspond with certain Non-CybSafe Services and that it does so solely at its own risk. CybSafe makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any Non-CybSafe Service or any transactions or operations completed with or by means of any Non-CybSafe Services, even if a Non-CybSafe Service is identified as being compatible with, certified by, or validated by CybSafe.

**7.2.** To the extent that the Customer activates or uses any Integration, the Customer hereby gives CybSafe express permission to access and use information from any account maintained by the Customer with the provider of any Non-CybSafe Services, solely for the purposes of this EULA.

**7.3.** To the extent that any service or feature is completed by means of any Non-CybSafe Services, the same is governed by the contract between the Customer and the provider of the Non-CybSafe Service, and not this EULA.

**7.4.** Integrations are provided on the basis of a standard deployment of the Non-CybSafe Services, and any API provided by the operator of the Non-CybSafe Services. CybSafe shall use reasonable endeavours to continue such Integration but makes no warranty that any Integration shall remain throughout the Subscription Term. Without limitation, CybSafe may cease to provide an Integration of the Non-CybSafe Service where the provider of such service ceases to make available the means to connect to such service on what CybSafe considers to be a reasonable commercial or technical basis. The Customer will in its use of any Integration abide by any terms of service of any Non-CybSafe Services. If a Non-CybSafe Service is enabled for the Customer's use of the Services, the Customer acknowledges that Customer Data that will

be shared with the provider of the Non-CybSafe Service. CybSafe will not be responsible or liable for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-CybSafe Service.

## 8. PROPRIETARY RIGHTS

- 8.1.** The Customer acknowledges and agrees that CybSafe and/or its licensors own and retain all intellectual property rights in the Services, including in any enhancements, modifications and updates to them. Except as expressly stated herein, this EULA does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of CybSafe Services. Any rights not expressly granted in this EULA are reserved to CybSafe and its licensors. CybSafe acknowledges and agrees that the Customer owns and retains all rights to the Customer Data. This EULA does not grant CybSafe any ownership rights to Customer Data. The Customer grants permission to CybSafe to use the Customer Data in order to provide the Services to the Customer and as otherwise permitted by this EULA.
- 8.2.** CybSafe may use the data and associated metrics related to Customer's usage of the Services for development, maintenance, support, troubleshooting and improvement of current and future Services; for tracking and improving Services, usage metrics and statistics; for analysing and reporting on security; for training artificial intelligence/machine learning; and for other similar purposes in an aggregated or anonymised form. CybSafe shall not disclose this data in any form where the Customer or an individual's identity could be derived. Further details about our use of AI is outlined in Schedule 2.
- 8.3.** If the Customer provides feedback, suggestions, improvement ideas, or requests for additional functionality related to the CybSafe (collectively, "**Feedback**"), it hereby grants CybSafe the unrestricted, perpetual, irrevocable, royalty-free, worldwide right to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of such Feedback in any way CybSafe deems reasonable, without any attribution or accounting.

## 9. CONFIDENTIALITY

- 9.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under this EULA. A party's Confidential Information shall not be deemed to include information that:
- is or becomes publicly known other than through any act or omission of the receiving party;
  - was in the other party's lawful possession before the disclosure;
  - is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2.** Each party shall hold the other's Confidential Information in confidence and, unless required by law or as permitted by clause 9.3, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this EULA. To the extent that a party is compelled to disclose Confidential Information to any court or competent jurisdiction or by any regulatory or administrative body, such party shall, where permitted by applicable law, notify the other party in writing of such compelled disclosure prior to (or if not possible, as soon as reasonably practicable after) disclosing any Confidential Information to such third party provided always that the relevant party shall limit the disclosure of Confidential Information to the extent necessary to comply with applicable law.
- 9.3.** CybSafe shall be permitted to share information and admin access privileges with the Authorised Partner from whom the Customer purchased the Services. In the case of Customers buying via Infigate HLD UK Ltd (or one of their Affiliates), Infigate will also have delegated access in order to perform customer support services and to provide managed services (MSP).
- 9.4.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this EULA.
- 9.5.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (unless that third party is engaged by it).
- 9.6.** The Customer acknowledges that details (underlying code and architecture) of the Services, and the results of any system performance tests of the Services, constitute CybSafe's Confidential Information.

**9.7.** CybSafe acknowledges that the Customer Data is the Confidential Information of the Customer.

**9.8.** This clause shall survive termination of this EULA, however arising.

**9.9.** No party shall make, or permit any person to make, any public announcement concerning this EULA without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **10. LIMITATION OF LIABILITY**

**10.1.** THIS CLAUSE SETS OUT THE ENTIRE FINANCIAL LIABILITY OF CYBSAFE (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, SUBPROCESSORS AND SUBCONTRACTORS) TO THE CUSTOMER:

- A) ARISING UNDER OR IN CONNECTION WITH THIS EULA;
- B) IN RESPECT OF ANY USE MADE BY THE CUSTOMER OF THE SERVICES AND DOCUMENTATION OR ANY PART OF THEM; AND
- C) IN RESPECT OF ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS EULA.

**10.2.** EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS EULA:

- A) THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION BY THE CUSTOMER, AND FOR CONCLUSIONS DRAWN FROM SUCH USE;
- B) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS EULA; AND
- C) THE SERVICES AND THE DOCUMENTATION ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS.

**10.3.** NOTHING IN THIS EULA EXCLUDES THE LIABILITY OF CYBSAFE FOR DEATH OR PERSONAL INJURY CAUSED BY CYBSAFE'S NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FOR ANYTHING WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

**10.4.** SUBJECT TO CLAUSE 10.3:

- A) CYBSAFE SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS EULA; AND
- B) CYBSAFE'S TOTAL AGGREGATE LIABILITY IN CONTRACT TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS EULA SHALL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY THE AUTHORISED PARTNER TO CYBSAFE FOR THE USER SUBSCRIPTIONS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- C) CYBSAFE RESPONSIBILITY FOR ANY LOSSES IN WHATSOEVER FORM OR HOWSOEVER ARISING FROM ANY USE OF A FREE OR BETA SERVICE SHALL NOT EXCEED \$50 (UNDER ANY CIRCUMSTANCE).

## **11. TERM AND TERMINATION**

**11.1.** This EULA shall, unless otherwise terminated as provided in this clause, commence on the date agreed between the Customer and the Authorised Partner and will terminate when the Agreed Terms terminate or expire.

**11.2.** Without affecting any other right or remedy available to it, either party may terminate this EULA with immediate effect by giving written notice to the other party if the other party commits a material breach of any other term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so including failure to make payment;

**11.3.** On termination of this EULA for any reason:

- a) all licences granted under this EULA shall immediately terminate; each party shall return and make no further use of any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other party;
- b) CybSafe will destroy or otherwise dispose of any of the Customer Data in its possession

For the avoidance of doubt, termination of this EULA does not constitute termination of the Agreed Terms. There is no termination for convenience during the Initial Term and 60 days notice for any non-autorenew Renewal Term. For Customers where the terms of the EU Data Act apply, the parties agree that the termination fee shall

equal the outstanding Subscriptions Fees due for the current Subscription Term and any Renewal Terms committed to.

## 12.FORCE MAJEURE

CybSafe shall not be in breach of this EULA nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

## 13.GENERAL

**13.1.Variation.** CybSafe shall be entitled to (excluding material changes) vary the terms of this EULA by giving the Customer 30 days notice by email. No other variation of this EULA shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The administrator of the Customer's account shall be deemed to be an authorised representative of the Customer.

**13.2.Waiver.** No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**13.3.Rights and Remedies.** Except as expressly provided in this EULA, the rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.

**13.4.Severance.** If any provision (or part of a provision) of this EULA is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

**13.5.** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**13.6.Entire Agreement.** This EULA, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

**13.7.** Each of the parties acknowledges and agrees that in entering into this EULA it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this EULA or not) relating to the subject matter of this EULA, other than as expressly set out in this EULA.

**13.8.No Partnership or Agency.** Nothing in this EULA is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**13.9.Third Party Rights.** This EULA does not confer any rights on any person or party (other than the parties to this EULA and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

**13.10.Sanctions.** Each Party shall comply with all applicable economic sanctions laws and regulations, in the performance of this EULA, including the use and transfer of any Products or Services subject to this EULA.

**13.11.Anti-Corruption.** In relation to resale activities under this EULA, each Party agrees:

CybSafe has implemented and maintains a policy for compliance with anti-corruption and anti-bribery laws applicable to it. This policy prohibits the offering or soliciting of any illegal or improper bribe, facilitating payment, gift, to or from any of the Customer's employees or agents in connection with this EULA.

## 14.ASSIGNMENT

**14.1.** The Customer shall not, without the prior written consent of CybSafe (which shall not be unreasonable withheld or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA except that it may assign this EULA to a successor by reason of

merger, reorganisation, sale of all or substantially all of its assets, change of control or operation of law, provided such successor is not a competitor of CybSafe.

## 15. NOTICES

**15.1.** To CybSafe: Notice will be sent by email to [notices@cybsafe.com](mailto:notices@cybsafe.com) and will be deemed delivered as of the date of actual receipt.

**15.2.** To Customer: such email address as provided in respect of any Administrator or the billing account information for the Customer, provided that CybSafe may also give notices to Administrators via the Services. Any notice to the Customer will be deemed delivered as of the date of actual receipt.

## 16. GOVERNING LAW AND JURISDICTION

**16.1.** This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**16.2.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA or its subject matter or formation (including non-contractual disputes or claims).

**THIS EULA** has been entered into on the date stated at the beginning of it.

**END OF MAIN DOCUMENT**

**SCHEDULE 1 - DATA PROTECTION**

1. Each of CybSafe and the Customer shall comply at all times with and assist each other in complying with their respective responsibilities for compliance with the obligations of Data Protection Laws in connection with the processing of Personal Data.
2. Each of CybSafe and the Customer shall in its processing of Personal Data: (i) comply with data protection by design and data protection by default obligations under Data Protection Laws, including, where required, legitimate interest assessments and data protection impact assessments and associated consultation with data subjects, other parties involved with the processing and any applicable supervisory authority, to ensure appropriate technical and organisational measures, including appropriate data protection governance and audit compliance, are implemented to safeguard the rights and freedoms of data subjects; (ii) not retain any of Personal Data for longer than is necessary to perform its obligations or exercise its rights under this EULA (iii) only transfer any Personal Data outside the United Kingdom or EEA to third countries in accordance with a mechanism lawful under Data Protection Laws, including finding of adequacy decisions, appropriate standard contractual clauses or binding corporate rules; (iv) maintain appropriate technical and organisational measures designed to secure Personal Data from unauthorised disclosure and modification, which (in the case of CybSafe) are described in the Security Documentation; and (v) monitor for, investigate and manage any actual or suspected personal data breach regarding processing activities undertaken by them, to inform the other party of such personal data breaches without undue delay; (vi) notify any applicable law enforcement authority (including any applicable supervisory authority) regarding personal data breaches where required relating to processing activities undertaken by them; and (vii) ensure that any staff or personnel (including contractors) authorised by it to process Personal Data shall be subject to a binding duty of confidentiality in respect of such data. Each party shall only process Personal Data for the purposes set out in its privacy notice (in the case of CybSafe, being the CybSafe Privacy Notice).
3. CybSafe shall (i) maintain and make available to the Customer on request a list of third parties used by CybSafe to process Personal Data; and (vii) upon Customer's written request, provide (on a confidential basis) copies of relevant external ISO27001 certifications, audit report summaries and/or other documentation reasonably required by Customer to verify CybSafe's compliance with this Schedule.
4. Each of CybSafe and the Customer shall: (i) ensure it has a legal basis under Data Protection Laws for its processing of Personal Data. CybSafe's legal basis is as set out in the CybSafe Privacy Notice; (ii) provide information notices to data subjects regarding processing activities in respect of Personal Data. CybSafe's information notice is CybSafe Privacy Notice; (iii) fulfil any data subject rights request pertaining to their processing activities in respect of Personal Data or (where this is not possible) assist the other party in doing so; and (iv) designate a contact point for data subjects. CybSafe's point of contact is set out in the CybSafe Privacy Notice. To the extent that the parties share any Personal Data with each other, this is for the purpose of employee cybersecurity risk assessment, management, and training. CybSafe may also independently of the Customer process Personal Data for the purposes of research and ongoing development of its services.
5. Each of CybSafe and the Customer shall notify the other without undue delay in writing if it receives from any applicable law enforcement authorities (including any applicable regulators or supervisory authorities) where permitted to do so: (i) any communication seeking to exercise rights conferred on data subjects by Data Protection Laws; (ii) any complaint or any claim for compensation arising from or relating to the processing of Personal Data; (iii) any communication from any applicable law enforcement authorities.
6. Each of CybSafe and the Customer shall provide such information and such assistance to the other as they may reasonably require, to allow the other party to comply with their data protection by design and data protection by default obligations under Data Protection Laws, including, where required, consultation regarding legitimate interest assessments and data protection impact assessments, to ensure appropriate technical and organisational measures, including appropriate data protection governance and audit compliance, are implemented to safeguard the rights and freedoms of data subjects, including such full and prompt information and assistance to the other party and any applicable law enforcement authorities (including any applicable regulators) in relation to a personal data breach.
7. The Personal Data may be provided by the Customer or from the Authorised Users. To the extent that CybSafe and the Customer are considered 'joint controllers' or "independent controllers" for the purposes of the Customer receiving the Services, each party acknowledges that each party also acts as independent controller in its own processing of Personal Data (including, in the case of CybSafe, for the production of Customer Content Aggregated Data).

8. The Customer acknowledges that in order to facilitate CybSafe's provision of the Services CybSafe may transfer Personal Data to third party service providers such as administration & support service providers, customer relationship management software and communication platforms. Where such service provider is outside of the United Kingdom, CybSafe shall ensure that the appropriate lawful transfer mechanisms are in place when transferring Personal Data.
9. Following termination of this EULA, CybSafe shall ensure that all Personal Data held by it in respect of Authorised Users will be automatically deleted or anonymised.
10. Each of CybSafe and the Customer shall at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with their respective obligations under this Schedule.
11. Rights of data subjects shall be ensured as follows:
  - (i) The right to be informed. The point of contacts for this EULA will each ensure that appropriate privacy notices are in place so that individuals are informed about the use of their Personal Data;
  - (ii) The right of access. The point of contacts for this EULA will each ensure that procedures are in place to manage subject access requests. If information supplied by another party is captured by a subject access request, reasonable endeavours should be made to consult with that party regarding the release.
  - (iii) The right to rectification. Concerns from individuals about the accuracy of their Personal Data shall be referred to the originating organisation. They will in turn investigate and inform any recipients of the Personal Data, if it is concluded to be incorrect, so it can be corrected.
  - (iv) The right to erasure. Requests from individuals regarding the erasure of their Personal Data need to be referred to the originating party. They will in turn consider the request and inform any recipients of the information so that it can be erased.
  - (v) The right to restrict processing. Requests from individuals regarding the restriction of processing of their Personal Data need to be referred to the originating party. They will in turn consider the request and inform any recipients of the Personal Data so that its processing can be restricted.
  - (vi) The right to data portability. Each party will ensure that procedures are in place to manage requests for portability of data.
  - (vii) The right to object. If an objection to processing is received, the point of contact for this EULA will assess whether it is appropriate to inform the other parties to this EULA
12. **For Customers who have procured CybSafe through INFINIGATE HLD LTD or any of its affiliates including Infnigate Global Services Ltd or Infnigate Holding AG** : Authorised Users personal data will be shared with Infnigate HLD UK Ltd , company number 14097651, with a registered office at First Floor, 6-8 Bonhill Street, London, United Kingdom, EC2A 4BX or any of its affiliates including Infnigate Cloud UK Limited (collectively "Infnigate"), Infnigate (or the authorised resale / MSP partner) will provide Level 1 customer support from Europe and Level 2 customer support from the UK. Infnigate (or the authorised resale / MSP partner) may access personal data of Authorised Users within a Customers platform as if they were CybSafe customer support. Infnigate (or the authorised resale / MSP partner) may access applicable Customers platforms as if they were end user administrators in order to provide customer support, troubleshoot issues and resolve bugs. All level 3 tickets will continue to be routed from Infnigate to CybSafe. CybSafe will then address those Level 3 tickets with Authorised Users directly. Appropriate transfer mechanisms apply.

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## SCHEDULE 2 - CYBSAFE ARTIFICIAL INTELLIGENCE SERVICE SPECIFIC TERMS

These CybSafe AI Service-Specific Terms (“**AI Terms**”) form a part of the end user license agreement between you and CybSafe (“**Agreement**”). These AI Terms govern your access and use of the **CybSafe AI Services**, which are any feature(s) or functionality made available by CybSafe (including, for example, **CYBSAFE Signal**, or **CybSafe Phishing Template Generation** feature of PHISH) that utilise machine learning models.

Any capitalised terms used but not defined here have the meaning set forth in the Agreement. Where the terms apply to an individual user, any reference to “**Customer Content**” (defined below) shall also mean “**User Content**”.

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### Input and Output

You may provide data to be processed by the CybSafe AI Services (“**Input**”), and you will receive data generated and returned by the CybSafe AI Services based on the Input (“**Output**”). Input and Output, together, constitute your “**Customer Content**”.

- **Ownership of Customer Content:** As between you and CybSafe, and to the extent permitted by applicable law and in particular copyright laws, you **retain all your ownership rights in Input and Output** directly derived from it.
- **Customer Obligations:** You are solely responsible for all Input, and you represent and warrant that you have all rights, licenses, and permissions required to provide Input to the CybSafe AI Services. You are **solely responsible for all use of the Outputs** and for evaluating the **accuracy and appropriateness of Output** for your use case, including by utilising **human review as appropriate**. You will ensure that your Input and your use of the Output will not:
  1. Violate any applicable law;
  2. Violate these AI Terms, the Agreement, any Codes of Practice or any **OpenAI Policies** (including their Usage Policies); or
  3. Infringe, violate, or misappropriate any of CybSafe's rights or the rights of any third party.
- **Similarity of Content:** Due to the nature of artificial intelligence, Output may not be unique, and other users may receive similar output from the CybSafe AI Services. Your ownership of the Output does not extend to other users' output.
- **Restrictions:** The Customer shall not use outputs as the sole or determinative basis for decisions that materially affect the employment, access rights, compensation, or disciplinary status of individual Authorised Users. If the Customer intends to use CybSafe AI Services in a manner that may constitute a high-risk AI deployment under applicable law, the Customer is solely responsible for ensuring compliance with the obligations applicable to deployers of high-risk AI systems

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### Improving CybSafe AI Models (Data Usage)

By default, CybSafe **does not use your Customer Content to train or improve the underlying machine learning models** used to provide the CybSafe AI Services, nor does it permit its third-party providers to do so.

We may, however, use data we collect from your use of CybSafe AI Services to improve our internal models and services for legitimate business purposes and you can **Opt-out of sharing your data** with us for this purpose.

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### Beta Services

The CybSafe AI Services may be made available to you on an “**Early Access**” or “**Beta**” basis.

- Your use of Beta Services is subject to the terms of the Agreement and any additional written requirements or guidelines provided by CYBSafe.
- Your right to use any Beta Services will **terminate immediately** upon the termination or expiration of your access to the broader CybSafe Services.

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## Disclaimer of Warranties

**CYBSAFE MAKES NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE CYBSAFE AI SERVICES.** The CybSafe AI Services are provided **"AS IS"** and **"AS AVAILABLE."**

- CYBSAFE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, OR ERROR-FREE.
- **Accuracy Warning:** You acknowledge that **Output may not always be accurate** and is **not a substitute for professional advice**. Artificial intelligence and machine learning are probabilistic fields, and Output that appears specific or detailed may still contain material inaccuracies. You should **not rely on factual assertions in Output without independently fact-checking their accuracy**.

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## Third-Party Provider Terms and Limitations

The CybSafe AI Services are provided using third-party services, including those from **OpenAI OpCo LLC, Google Cloud EMEA Ltd or Anthropic Ireland, Limited**.

- **Policy Compliance:** You must not use the CybSafe AI Services in a manner that violates any **third party policies**, including their **usage policies** (which cover content, sharing, and ethical use) and any other documentation, guidelines, or policies they make available.
- **Service Availability:** Notwithstanding any service level terms in the Agreement, any downtime of the CybSafe AI Services resulting from a failure of a third-party service **will not be included in service availability calculations**.

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## EU AI Act (Regulation 2024/1689) compliance

CybSafe has assessed CYBSAFE Signal against the risk classification framework of the EU AI Act (Regulation 2024/1689) and has classified it as a limited/minimal risk AI system. This classification will be reviewed by CybSafe following any material change to CYBSAFE Signal's functionality, training data, or use cases.

**END OF SCHEDULE**