

COMMUNITY TERMS OF SERVICE

Last Updated: June 21, 2022

These COMMUNITY TERMS OF SERVICE (“**Terms**”) govern all use of the websites made available by Cyborg Security, Inc., a Delaware corporation located at 801 International Parkway, Suite 500, Lake Mary, FL 32746 (“**Cyborg**”) that link to these Terms, including <https://hunter.cyborgsecurity.io> (each, a “**Site**” and, collectively, the “**Sites**”), as well as any platforms, applications, or tools made available by Cyborg via the Sites (including the Content Platform and the Content, each as defined below) or that otherwise link to these Terms (the “**Services**”). In these Terms, the words “you” and “your” refer to the individual, company, entity, or organization accessing or using the Sites and/or Services. In order to access or use the Sites or Services, you must first read these Terms and agree to all the terms and conditions contained herein. **BY ACCESSING AND/OR USING THE SITES AND/OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITES OR SERVICES.**

If you are agreeing to be bound by these Terms on behalf of your employer, organization or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, organization or the applicable entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree, on behalf of the party that you represent, to these Terms. If you do not have the legal authority to bind your employer, organization or the applicable entity, you may not use the Sites and/or Services on its behalf.

1. DEFINITIONS. All capitalized terms not defined in this Section 1 shall have the meanings set forth in the Sections in which they are defined.

1.1 “**Access Level**” means the access level configured by Cyborg which defines the portion(s) of the Content Platform and type(s) of Content that you may access via the Sites.

1.2 “**Affiliate**” means a business entity now or hereafter controlled by, controlling or under common control with a party.

1.3 “**Aggregated and Anonymized Data**” means any information that (a) does not identify you and (b) is aggregated for statistical, analytical or other business purposes of Cyborg or its Affiliates. Aggregated and Anonymized Data is not User Data or your Confidential Information.

1.4 “**Confidential Information**” means these Terms and all data, trade secrets, business information, proprietary and other information of any kind and in whatever form or however it may be marked or denominated, including data developed or produced through access to Confidential Information, that a party (the “**Discloser**”) discloses, in any medium, or otherwise provides access to, the other party (the “**Recipient**”). All information concerning or embedded in the Services, including the Content Platform and all Content, is Cyborg’s Confidential Information, except User Data, which is your Confidential Information.

1.5 “**Content**” means the data, reports, documentation, analysis tools, research, and other information hosted on the Content Platform and made available to you pursuant to these Terms, as well as all derivatives of the foregoing.

1.6 “**Content Platform**” means the platform that is made available via the Internet and the Sites to you, pursuant to these Terms. For avoidance of doubt, the Content Platform is not installed at an installation site owned or operated by or on behalf of you.

1.7 “**Intellectual Property Rights**” means all intellectual property rights throughout the world, including, without limitation, copyrights, patents, trademarks, trade secrets, know how, authors’ rights, rights of attribution, and other proprietary rights, and all applications and rights to apply for registration or protection of such rights.

1.8 “**User Data**” means the electronic data, information, and materials submitted by you via the Services.

2. LICENSE; SERVICES.

2.1 Content Platform. With respect to the Content Platform, and subject to these Terms, Cyborg grants to you an unpaid, non-exclusive license to access and use the Content Platform, at the Access Level, and solely for your internal purposes (the “**Purpose**”). Your rights granted in this Section 2.1 are non-transferable and non-sublicensable.

2.2 Hosting of Content Platform. Cyborg will host the Content Platform and make the Content Platform and Content available to you via the Internet and the Sites in accordance with these Terms. Cyborg may modify the Services and Content Platform at any time in its sole discretion. You grant to Cyborg a non-exclusive license to use the User Data as reasonably necessary for Cyborg to fulfill Cyborg’s duties under these Terms. As between Cyborg and you, you own your User Data.

2.3 Content License. With respect to the Content, Cyborg grants to you a non-exclusive and limited license to use and reproduce the Content, at the Access Level, solely for the Purpose, without the right to distribute or disclose such Content to any person or entity other than as expressly permitted herein.

2.4 Account. The license granted to you permits you to utilize a single account that can access the Content Platform. Individual users of the Content Platform shall not share their respective login credentials.

3. RESTRICTIONS; RESERVATION OF RIGHTS.

3.1 Restrictions. As between Cyborg and you, title to and ownership of the Content Platform and the Content shall remain with Cyborg. YOU ARE EXPRESSLY PROHIBITED FROM DISCLOSING, SHARING, TRANSFERRING,

SUMMARIZING, OR OTHERWISE MAKING THE CONTENT OR THE CONTENT PLATFORM AVAILABLE TO A THIRD-PARTY, AND ANY SUCH DISCLOSURE SHALL BE AN IMMEDIATE BREACH OF THESE TERMS (INCLUDING THE LICENSES GRANTED IN SECTIONS 2.1 AND 2.3). Without limiting the other restrictions contained herein, you shall not: reverse engineer, reverse compile or disassemble any part of the Services, the Content Platform, or the Content; modify or create any derivative works based on the Content Platform or Content; frame or mirror any content forming part of the Services, the Content Platform, or Content; access or use the Services, Content Platform or Content in order to build any commercially available or otherwise competing product or service; use the Services, Content Platform, or Content to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act to disrupt the security, integrity or operation of the Services, Content Platform, or Content; use the Services, Content Platform, or Content in violation of any applicable law; use the Content Platform or Content in a manner inconsistent with the Access Level or Purpose; or disclose any Content to any person or entity.

3.2 Reservation of Rights. Under no circumstances will you assert, contend, represent or state to any third party that the Content Platform, Content, or the Services are owned by any party other than Cyborg. Subject to the limited rights expressly granted hereunder, Cyborg reserves all rights, title and interest in and to the Content Platform, Content, and Services, including all related Intellectual Property Rights. No rights are granted to you hereunder other than as expressly set forth herein. Cyborg may use, without restriction, all suggestions, improvements and ideas concerning any part of the Content Platform or Services that may be communicated to Cyborg by you.

3.3 Suspension. Cyborg shall have the right to immediately suspend your access and use of the Content Platform, Content, and Services if you are using or accessing the Services, Content Platform, or Content in violation of these Terms or in any manner causing material harm to Cyborg, the Services, Content Platform, or Content.

4. TERM AND TERMINATION.

4.1 Term. Cyborg reserves the right, in its sole discretion, to determine whether your use of the Sites and Services is consistent with these Terms. Cyborg, in its sole discretion, may terminate these Terms or suspend, restrict, or terminate your use of the Sites and/or Services.

4.2 Obligations Upon Termination. Upon termination of these Terms, you will discontinue further use of the Content Platform and Services, unless Cyborg and you have executed a separate agreement permitting continued use thereof.

4.3 Other Remedies. Termination of these Terms will be without prejudice to either party pursuing any other remedies available to such party. Without limiting any other remedies available to Cyborg, in the event of misuse or threatened misuse by you of the Content Platform, Content or Services, you agree that Cyborg shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction without posting of a bond or other security.

5. DISCLAIMER OF WARRANTIES. THE CONTENT AND THE CONTENT PLATFORM ARE PROVIDED ON AN AS-IS BASIS, AND CYBORG MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THESE TERMS, THE SERVICES, THE CONTENT PLATFORM, THE CONTENT, OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THESE TERMS. CYBORG DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CYBORG CANNOT GUARANTEE THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. CYBORG DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE CONTENT. YOU ARE RESPONSIBLE FOR EVALUATING THE SUITABILITY OF THE CONTENT, AND CYBORG SHALL HAVE NO LIABILITY ARISING FROM YOUR RELIANCE ON THE CONTENT.

6. CONFIDENTIALITY.

6.1 Use and Disclosure of Confidential Information. Each of the parties, as Recipient, agrees that it will not, and will cause its Affiliates to not, disclose Confidential Information of the other party during or after the term of these Terms, other than on a "need to know" basis, and then only: (a) to Recipient's employees, officers, or directors; (b) to Affiliates of Recipient (provided Recipient ensures that such Affiliate maintains the confidentiality of such disclosed Confidential Information); and (c) to the independent contractors, agents, and consultants of Recipient (provided that such persons are subject to a written confidentiality agreement no less restrictive than the terms herein). Unless otherwise authorized by these Terms, Recipient shall not use Confidential Information of the Discloser for any purpose other than to carry out these Terms. Recipient shall treat Confidential Information of the Discloser with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but in no event less than a commercially reasonable degree of care. Upon expiration or termination of these Terms for any reason, Recipient shall promptly return or destroy all of Discloser's Confidential Information and data in the possession of Recipient, subject to and in accordance with these Terms. Recipient shall have the right to retain a copy of Confidential Information of Discloser only to the extent required for legal, regulatory, or other governmental compliance purposes, provided that such retention is in accordance with these Terms. To the extent legally permitted, Recipient shall notify Discloser of any actual or

threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.

6.2 Exclusions. The obligations of confidentiality in this Section 6 shall not apply to any information that (a) Recipient rightfully has in its possession when disclosed to it, free of any obligation to Discloser to maintain its confidentiality; (b) Recipient independently develops without access to Discloser's Confidential Information; (c) is or becomes known to the public other than by breach of this Section 6; or (d) is rightfully received by Recipient from a third party without an obligation of confidentiality to the Discloser. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

6.3 Use of Aggregated and Anonymized Data. You agree that Cyborg may collect, use, and disclose Aggregated and Anonymized Data derived from the use of the Services for business purposes.

7. LIMITATION OF LIABILITY.

7.1 Consequential Damages. EXCEPT AS SET FORTH IN THIS SECTION 7.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This Section 7.1 shall not apply to or limit your (a) liability for its gross negligence, willful misconduct, or fraud; (b) breach of its obligations under Section 6 (Confidentiality); or (c) use of the Content or Content Platform in violation of these Terms, including the unauthorized disclosure of the Content or the Content Platform to a third-party.

7.2 Liability Cap. THE TOTAL LIABILITY OF CYBORG AND ITS AFFILIATES UNDER THESE TERMS SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

8. MISCELLANEOUS.

8.1 General. No agency, partnership, employment, or joint venture relationship exists between the parties as a result of these Terms or the activities contemplated by the parties hereunder. You may not assign or otherwise transfer any of its rights or obligations under these Terms and any attempt at such assignment shall be void; Cyborg may freely assign these Terms. These Terms shall be governed by and construed under the laws of Delaware, excluding its conflict of laws rules. Section headings are included for reference only and shall not affect the construction or interpretation of these Terms. If any provision of these Terms is held to be unenforceable, the parties shall amend such provision to reflect, as nearly as possible, the intentions of the parties, and the remaining provisions of these Terms shall remain in full force and effect. The delay or failure of either party to enforce any right, remedy or provision of these Terms shall not operate to limit, impair, preclude, cancel, waive or otherwise affect such right, remedy or provision unless otherwise agreed in writing, and any waiver by either party of any provision of these Terms shall not imply a subsequent waiver of that or any other provision of these Terms. The word "including", when used in these Terms, shall mean "including, without limitation". These Terms and any other documents incorporated herein by reference comprise the final, full and exclusive agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, between the parties regarding the subject matter hereof. The parties agree to accept a digital image of these Terms as executed as a true and correct original, admissible as best evidence to the extent permitted by a court of competent jurisdiction. These Terms are not intended to and shall not be construed to give any third party (including any customer of yours) any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained in or contemplated by these Terms.

8.2 Dispute Resolution. At the option of either party, a dispute arising in connection with these Terms shall be submitted to arbitration; provided, however, that claims for equitable relief, including injunctive relief shall be brought in a court of competent jurisdiction, subject to the choice of law provisions in Section 8.1. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this Section 8.2. Any hearing (if any) must take place in a location to be mutually agreed by the parties, and if no agreement can be reached within thirty (30) days, New Castle County, Delaware. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in New Castle County, Delaware. Claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret rights or claims for injunctive or equitable relief shall be brought in any state and federal courts of competent jurisdiction.

8.3 Force Majeure. Cyborg shall not be liable for any failure or delay in performance under these Terms due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, pandemics, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of Cyborg, or the threat of any of the foregoing.

8.4 Updates to Terms. Cyborg may update or modify these Terms at any time. You should frequently review Cyborg's website to check for updates to these Terms. If you do not agree to any update or modification to these Terms, you should not access or use the Sites or Services. By continuing to use the Content and/or Content Platform after Cyborg has posted such updates or modifications, you agree to be bound by such updated or modified version of these Terms.

8.5 Notices. All notices or other communications required under these Terms shall be given in writing: to Cyborg to its applicable address set forth in the introductory paragraph of these Terms as the same may be updated from time to time by Cyborg, or to you to your address on file with Cyborg, as follows: (a) by first class, registered or certified United States mail, return receipt requested and postage prepaid, (b) by over-night express courier, or (c) by hand delivery to such addresses. Such notices shall be deemed to have been duly given (i) five (5) business days after the date of mailing as described above, (ii) one (1) business day after being received by an express courier during business hours, or (iii) the same day if by hand delivery. In addition, Cyborg may provide any notices or other communications to you electronically via your email address on file with Cyborg.

8.6 Survival. The rights and obligations of the parties which by their nature must survive termination or expiration of these Terms shall survive in perpetuity any such termination or expiration, including the rights and obligations set forth in Section 3, Section 4, Section 6, Section 7, and Section 8.

8.7 Publicity. You hereby authorize Cyborg to identify you as a customer of Cyborg on Cyborg's website and in Cyborg's other marketing and promotional materials.