MAIN SUBSCRIPTION AGREEMENT

This Main Subscription Agreement (the "**Agreement**") is made by and between Hyperproof, Inc., a Delaware corporation headquartered at 113 Cherry Street, PMB 78059 Seattle, Washington 98104 ("**Hyperproof**") and the entity accepting this Agreement ("**Customer**"). The Agreement is effective between Customer and Hyperproof as of the date of Customer accepting it ("**Effective Date**"). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. The "**Services**" means the products that are ordered by Customer under an Order Form and made available by Hyperproof. "**User**" means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or for whom a Service has been provisioned), and to whom Customer has supplied user identification and authentication. "**Program**" means an instantiated compliance framework authorized by Customer to use within the Service, for whom Customer has purchased a subscription (or for whom a Service has been provisioned). "**Module**" means an additional Hyperproof component authorized by Customer to use within the Service, for whom Customer has purchased a subscription (or for whom a Service has been provisioned).

1. COMMERCIALS

1.1 **Fees, Invoicing, and Payment**. The "**Fees**" means the fees, expenses, and other amounts specified in this Agreement and applicable Order Form. "**Order Form**" means the ordering document specifying Services to be provided hereunder that is entered into between Customer and Hyperproof. By entering into an Order Form, an Affiliate agrees to be bound by this Agreement as if it were an original party hereto. All amounts payable are: (i) denominated and payable in United States Dollars, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. The Fees listed in the Order Form will be fixed for the term listed in the Order. Except as otherwise set forth in the applicable Order Form (a) Customer shall pay invoices within thirty (30) days after receipt of electronic invoice; and (b) payment shall be made by ACH or wire transfer to the bank account designated by Hyperproof or by check to the address in the Order Form.

1.2 **Subscriptions and True up**. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for a Service may be added during a subscription term at the same pricing as the underlying subscription pricing for that Service, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on any future functionality or features, or dependent on any oral or written public comments made by Hyperproof regarding future functionality or features. If Customer's Program / Module count exceeds the current number of subscriptions (determined on a monthly basis), then Hyperproof will notify Customer (email sufficing) of such overage. If Customer does not reduce the number of actual Programs / Modules to the authorized number within 30 days, Hyperproof will invoice Customer for the excess Programs / Modules (who will then become additional authorized Programs / Modules), prorated for the remainder of the then-current subscription term. If Hyperproof provides Customer with access to the Service in advance of the start date specified in the applicable Order Form, Customer's use during that period will be governed by the terms of this Agreement, and the license restrictions set forth herein.

1.3 **Term.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated. Each subscription term is specified in the applicable Order Form. Each Order

Form will specify whether the applicable subscription will automatically renew or expire at the end of the subscription term. If neither manual or automatic renewals are specified in the applicable Order Form, subscriptions will automatically renew for additional periods equal to one year each, provided that Hyperproof provides written notice of renewal, including the cost for the renewal period, at least ninety (90) days prior to the end of the relevant subscription term unless either party gives the other written notice at least 30 days before the end of the relevant subscription term. The subscription fee for the renewal periods will be at Hyperproof's then-current rate, except as otherwise specified in an Order Form or in the written notice of renewal.

1.4 **Termination**. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by Customer in accordance with this section, Hyperproof will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. Upon expiration or termination of the subscription term or applicable Order Form, access to the Services will terminate and Customer will immediately cease accessing and using the Services.

1.5 **Taxes**. Fees do not include any taxes, levies, duties or similar governmental assessments, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction ("**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Hyperproof has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Hyperproof will invoice Customer and Customer will pay that amount unless Customer provides Hyperproof with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Hyperproof is solely responsible for taxes assessable against it based on its income, property, and employees.

2. PARTY RESPONSIBILITIES, INTELLECTUAL PROPERTY, AND CONFIDENTIALITY

2.1 **Hyperproof Provision of Services**. Hyperproof will (a) make the Services available to Customer subject to this Agreement, including the attached Service Level Addendum, and the applicable Order Forms, and (c) provide the Services in accordance with laws and government regulations applicable to Hyperproof's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services). Hyperproof will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Hyperproof's obligations under this Agreement.

2.2 **Hyperproof Protection of Customer Data**. Hyperproof will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. "**Customer Data**" means electronic data and information submitted by or for Customer to the Services. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing agreement ("**DPA**") published by Hyperproof on the https://hyperproof.io/DPA webpage is hereby incorporated by reference and will apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Hyperproof, the Standard Contractual Clauses will apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and any applicable execution of an Order Form by Company or an Affiliate, will be treated as its execution of the Standard Contractual Clauses and related Appendices.

2.3 **Customer Compliance**. Customer will (a) be responsible for its Users' compliance with this Agreement and Order Forms, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Hyperproof promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement, Order Forms, and applicable laws and government regulations. If Customer breaches its payment obligations, Hyperproof may suspend delivery of the Services after providing 30 days' notice (including by phone or email) in the event such breach remains uncured at the end of such period.

2.4 **Reservation of Intellectual Property Rights**. Subject to the limited rights expressly granted hereunder, Hyperproof and its licensors reserve their right, title, and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

2.5 **License by Customer to Hyperproof**. License by Customer to Hyperproof. Customer grants Hyperproof a license to host, copy, use, transmit, and display any Customer Data and program code created by or for Customer for the sole purpose of providing Customer with service under this Agreement. Subject to the limited licenses granted herein, Hyperproof acquires no right, title, or interest from Customer or its licensors under this Agreement in or to any Customer Data or such program code.

2.6 **IP Infringement**. If Hyperproof receives information about an infringement or misappropriation claim related to a Service, Hyperproof may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Hyperproof's warranties under "**Hyperproof Warranties**" below, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions.

2.7 **Confidential Information**. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Hyperproof includes the Services, the terms and conditions of this Agreement, and all Order Forms (including pricing). Confidential Information of each party includes technology and technical information, product plans, and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

2.8 **Protection of Confidential Information**. Each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care it uses to protect its own confidential information of like kind to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors, and sub contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party that are not materially less protective than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent,

provided that such Disclosing Party remains responsible for its Affiliates, legal counsel, and accountants' compliance with this section. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling.

3. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

3.1 **Representations and Warranties**. Each Party represents that it has validly entered into this Agreement and has the legal power to do so. This Agreement and the Documentation accurately describes the administrative, physical, and technical safeguards for protecting the security, confidentiality, and integrity of Customer Data, and Hyperproof warrants, during an applicable subscription term, that: (a) Hyperproof will not materially decrease the overall security of the Services; (b) the Services will perform materially in accordance with the applicable Documentation; and (c) Hyperproof will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are set forth in the "**Termination**" section.

3.2 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. MUTUAL INDEMNIFICATION

4.1 **Indemnification**. Hyperproof will defend the Customer against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging (i) that the Services provided by Hyperproof infringes or misappropriates such third party's intellectual property rights; (ii) Hyperproof's gross negligence, intentional misconduct or violation of applicable law (a "Claim"), and will indemnify the Customer from any damages, attorney fees, and costs finally awarded against theCustomer as a result of, or for amounts paid by, the Customer under a settlement approved by Hyperproof in writing of, a Claim, provided that the Customer: (a) promptly gives Hyperproof written notice of the Claim; (b) gives Hyperproof sole control of the defense and settlement of the Claim (except that Hyperproof may not settle any Claim unless it unconditionally releases the Customer of all liability); and (c) gives Hyperproof all reasonable assistance, at Hyperproof's expense.

4.2 The defense and indemnification obligations in Section 4.1 do not apply if the Claim arises: (1) from Customer's use or combination of the Services with software, hardware, data, or processes that are not provided by Hyperproof or authorized by Hyperproof in writing, if the Services or use thereof would not infringe without such combination; (2) in whole or in part from the Indemnified Party's breach of this Agreement or Order Forms; (3) from Customer's modification or alteration of the Services in a manner not authorized by Hyperproof in writing, if the Services would not infringe without such modification or alteration; or (4) from the Indemnified Party's own malfeasance.

5. LIMITATION OF LIABILITY

5.1 Limitation of Liability. A PARTY AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE ANY LIABILITY LIMIT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES, INVOICING, AND PAYMENT" SECTION.

5.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5.3 Excluded Claims. Section 5.1 does not apply to claims arising under Section 1.1 (Fees, Invoicing, and Payment), Section 4.1 (Indemnification, confidentiality obligations, or with respect to a violation by one party of the other party's intellectual property rights), and Section 2.4 (Reservation of Intellectual Property Rights).

5.4 Data Protection Limitation. Specifically with respect to Hyperproof's obligations of confidentiality or data security, in no event will Hyperproof's or its Affiliates' liability arising out of or related to this Agreement exceed two times (2x) the amounts paid or payable by the customer and its Affiliates hereunder in the twelve months preceding the first incident out of which the liability arose**.**

6. CORE OPERATIONAL TERMS

6.1 Usage Data. Hyperproof may store and use metadata associated with Customer's use of the Services, including but not limited to IP addresses, stored sessions, and network metadata (collectively, "Customer Metadata") for the purpose of providing the Services to Customer. In addition, Hyperproof may track and analyze the usage of the Services for purposes of security and helping Hyperproof improve both the Services and the user experience in using the Services. For example, to improve product functionality we may use this information to understand and analyze trends or track which features are used most often. Hyperproof may aggregate Customer Data and Customer Metadata with data and metadata from other Hyperproof customers or other sources, provided that such data and metadata is not identifiable as Customer Data or Customer Metadata and Customer cannot be recognized as its source. Hyperproof may share anonymous usage data with Hyperproof's service providers for the purpose of helping Hyperproof in such tracking, analysis, and improvements. Additionally, Hyperproof may share such anonymous usage data on an aggregate basis in the normal course of operating our business.

6.2 Feedback. Customer grants to Hyperproof and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation or use of the Services. Hyperproof acknowledges that Customer provides all feedback and suggestions "as is," and that Customer makes no representation or warranty, express or implied, as to the accuracy, noninfringement, or completeness thereof.

6.3 Customer Usage Restrictions. Customer will not (a) make the Services available to anyone other than Customer or its Users, or use the Services for the benefit of anyone other than Customer or its Affiliates, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, or include the Services in a service bureau or outsourcing offering, (c) interfere with or disrupt the integrity or performance of the Services, (d) attempt to gain unauthorized access to the Services or related systems or networks, (e) use the Services to access or use any of Hyperproof intellectual property except as permitted under this Agreement, (f) modify, copy, or create derivative works based on the Services or any part, feature, function, or user interface thereof, (i) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (g) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, or (3) copy any ideas, features, functions or graphics of the Services.

6.4 Return and Deletion of Customer Data. Hyperproof will make the Customer Data available for up to 30 days after the Agreement ends to enable the customer to extract the data. After such 30-day period, Hyperproof will have no obligation to maintain or provide any Customer Data.

6.5 Documentation. Hyperproof's online help FAQs, user guides, training manuals and similar product documentation of the Services are available for review at https://docs.hyperproof.io/, as updated or revised by Hyperproof from time to time (the "**Documentation**").

7. GENERAL PROVISIONS

7.1 Assignment. Neither party may assign any of its rights or obligations in this Agreement without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets; provided, however, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Hyperproof will refund any prepaid Fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination.

7.2 Relationship of the Parties and Third-Party Beneficiaries. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement.

7.3 Surviving Provisions. The sections titled "Fees, Invoicing, and Payment," "Reservation of Intellectual Property Rights," "Protection of Confidential Information," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Core Platform Operational Terms," and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration for so long as Hyperproof retains possession of Customer Data.

7.4 Export Compliance and Anti-Corruption. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Hyperproof and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S. embargoed country or region or in violation of any U.S. export law or regulation. Neither party has received or been offered any

illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

7.5 **Force Majeure**. Neither Party will be in breach due to any delay or failure to perform resulting from any cause or condition beyond such Party's reasonable control. If a force majeure event delays or prevents Hyperproof's performance, the Fees will be equitably adjusted. The Party seeking relief from performance must (i) provide notice of the circumstances as soon as practicable; (ii) use commercially reasonable efforts to avoid or mitigate them; and (iii) resume performance as soon as practicable. If the failure or delay continues for more than 30 days, then the other Party may terminate this Agreement without liability, except that, if Customer terminates this Agreement for Hyperproof's failure, Hyperproof shall provide a prorated refund for any prepaid Fees for the remaining portion of the subscription term for the Services. This section will not apply to any accrued payment obligations.

7.6 **Notices**. Governing Law, and Venue. Unless Customer has selected New York or Delaware from the checkbox options in the applicable Order Form, this Agreement is governed by the laws of the state of Washington, USA, without regard to conflict-of-laws principles. If Customer selects New York or Delaware in the Order Form, then the Agreement will be governed by the laws of the selected state. The parties agree that in the event of any action arising out of this Agreement, the parties consent to personal jurisdiction and the exclusive venue in the state and federal courts located in King County, Washington (or in New York or Delaware, as applicable, if selected by Customer in the applicable Order). Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, to the parties at the address in the applicable Order Form or (c), except for notices of termination, dispute, lawsuit, or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email: to Hyperproof at legal@Hyperproof.io or to Customer at the email provided in the Order Form.

7.7 **Entire Agreement, Order of Precedence, Waiver, and Severability**. This Agreement is the entire agreement between Hyperproof and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations (written or oral) concerning its subject matter. Any term or condition stated in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be the: (1) applicable Order Form, (2) Agreement. Titles and headings of sections of this Agreement are for convenience only. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

SERVICE LEVEL ADDENDUM

This Service Level Addendum is part of the Agreement between Hyperproof and Customer.

1) **Customer Support**. Hyperproof customer support center is available 24 hours a day, 7 days a week. Customer may reach Hyperproof customer support through the Services or by email to support@hyperproof.io. Customer must designate a maximum of two support delegates. Support delegates are the designated persons for Hyperproof to contact when Customer's input is required to resolve an issue.. Alternatively, instead of designating individual support delegates, Customer may create an email alias (such as "Hyperproofsupport@[customer].com") for Hyperproof to send support delegate emails.

2) **Response Time**. Hyperproof will respond to Customer support inquiries during regular business hours, 7am - 6pm Pacific Time Monday - Friday in accordance with the following response time schedule provided that the user submits a support ticket via support@hyperproof.io.

Level	Description	Target Initial Response Time
Level 1	The Services are inaccessible to all users due to software or hardware failure	2 Hours
Level 2	The Services are accessible but a significant subset of functionality is unavailable to all users due to software or hardware failure	4 Hours
Level 3	Any issues regarding the Services that are not Level 1 or Level 2	24 Hours
Inquiry	Application usage request or service enhancement request	72 Hours

3) **Error Reporting**. Customer can report bugs and enhancements directly in the Service or report bugs and enhancements concerning the Service to their Customer Success Specialist via support@hyperproof.io.

4) **Maintenance**. Hyperproof reserves the right to limit Customer's access to the Services in order to perform maintenance or repairs, to make modifications or as a result of circumstances beyond Hyperproof's reasonable control.

5) **Services Availability**. Hyperproof agrees that the Services will be available for access and use not less than 99.5% of the time in a given year, provided that (a) that downtime due to regularly scheduled maintenance and Exclusion Events (as defined below) will not count as time during which the Services is not available, and (b) Hyperproof shall not be responsible for unavailability due to Customer's loss of Internet connectivity (the "**Uptime Commitment**"). Unavailability is the time that the Services is not available to the Customer as a function of failures in Hyperproof's or its hosting provider's hardware or software.

6) **Exclusion Events**. Hyperproof will not be responsible for any service level deficiency resulting from any of the following ("**Exclusion Events**"):

a) A failure or interruption of any component or service for which Hyperproof is not responsible, including but not limited to, electrical power, networking equipment, computer hardware or software, or Internet and telecommunications service;
b) Any Force Majeure event;
c) Viruses, other malicious code or denial of service attacks, unless Hyperproof fails to implement commercially reasonable threat management solutions or the service level deficiency resulted from Hyperproof's failure to property update such threat management solutions;
d) Acts or omissions of Customer or its employees, agents, third party contractors; or
e) Customer inaccessibility, where such inaccessibility either caused the problem or prevents or delays its resolution.

7) **Service Credits**. If Hyperproof fails to meet the Uptime Commitment during a month, Customer will be entitled to a credit equal to the percentage of the Monthly Fee for that month according to the schedule below ("**Service Credit**"). "**Monthly Fee**" means 1/12 of the annual subscription fee for the Licensed Product.

Uptime Percentage Service Credit

a) Equal or greater than 98.0% but less than 99.5% 10% of Monthly Fee
b) Equal or greater than 95.0% but less than 98.0% 15% of Monthly Fee
c) Less than 95.0% 20% of Monthly Fee

To be eligible for the Service Credit, Customer must notify Hyperproof within 30 days after the end of the calendar month giving rise to the Service Credit. Upon receipt of notification, Hyperproof will perform the research necessary to verify whether Customer is entitled to the Service Credit and will apply the appropriate amount to Customer's next invoice.

8) **Right to Terminate**. Customer may terminate this Agreement immediately by notice in writing to Hyperproof if:

a) Hyperproof fails to meet the Uptime Commitment more than once in any rolling period of 3 consecutive months; or
b) Hyperproof fails to meet the Uptime Commitment more than 3 times in any rolling period of 12 consecutive months. If the Agreement is terminated under this subsection (g), Hyperproof will refund to Customer any prepaid license fees for the unused portion of the Subscription Term.