

## C2SEC, INC. TERMS OF SERVICE

Last Revised: Nov 1st, 2021

### Introduction

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS, POLICIES, GUIDELINES AND DISCLOSURES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

You may not access the Services or request information from our Services if you are a direct competitor of C2SEC, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other competitive purposes.

### 1. Definitions

- 1.1. "Term" or "Agreement" means this C2SEC, Inc. Term of Service.
- 1.2. "Customer," "you" or "your" means the person accepting this Term, or, if applicable, the company or other legal entity for which Customer is accepting this Term.
- 1.3. "Customer Services Data" means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer as a result of your use of the Services.
- 1.4. "Non-C2SEC Applications" means a web-based or offline software application that is provided by Customer or a third party and interoperates with one or more of the Services.
- 1.5. "Services" means the products and services made available online or otherwise by C2SEC, including customer support services provided in connection with C2SEC's SaaS offerings. "Services" exclude Non-C2SEC Applications.
- 1.6. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.7. "Reseller" means one of C2SEC's preferred partner resellers through whom Customer purchase the Services.
- 1.8. "Order Form" means a purchase order, quote or other ordering document specifying the Services to be provided hereunder that is entered into between Customer and C2SEC or any of C2SEC's Affiliates or Resellers, including any addenda and supplements thereto.

- 1.9. "Documentation" means the documentation and Service feature descriptions, as updated from time to time, as provided by C2SEC (whether online or otherwise).
- 1.10. "Purchased Services" means Services that Customer purchases under an Order Form, as distinguished from those provided pursuant to a free trial.
- 1.11. "User" means an individual who is authorized by Customer to use one or more of the Services and to whom Customer (or C2SEC at your request) has supplied a user identification and password. Users may include, for example, your employees, consultants, contractors, and agents.
- 1.12. "Professional Services" means the product implementation, training, and/or other professional services to be provided by C2SEC to Customer (if any).
- 1.13. "SOW" means the Statement of Work applicable to any Professional Services package purchased by Customer as part of the Purchased Services (if any).

## 2. Acceptance of Terms of Service

This C2SEC, Inc. Terms of Service governs your access to and use of the services owned and operated by C2SEC, Inc. ("C2SEC", "we", or "us") including but not limited to the website located at [www.c2sec.com](http://www.c2sec.com) (the "Site"), and iRisk™ subscription services. These Terms do not alter in any way the terms or conditions of any written agreement you may have with C2SEC, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf.

C2SEC reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy or guideline, at any time and in its sole discretion. Any changes or modification shall be effective immediately upon posting of the revisions on the Site or the Platform and will hand out to you by email notice. Your continued use of the Services following the posting of any changes or modifications to these Terms shall constitute your acceptance of such changes or modifications. Therefore, you should frequently review these Terms of Service and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services. You warrant and attest that the persons providing personally identifying information are at least 18 years of age.

All other questions or comments about the Services should be directed to [support@c2sec.com](mailto:support@c2sec.com).

## 3. Privacy Policy

Please refer to our Privacy Policy for information on how C2SEC collects, uses and discloses personally identifiable and other information from its users. The Privacy Policy is hereby incorporated by reference into these Terms and your acceptance of these Terms shall constitute your acceptance of the Privacy Policy.

#### 4. Registration

You must register to obtain a user account to access and use the Platform and certain features of the Site. During the registration process, you shall be required to provide information about yourself and, if you are registering on behalf of an entity, information about that entity. You agree that any such information you provide is accurate and complete and that such information will be updated promptly upon any change. Failure to do so constitutes a breach to these Terms and may result in a termination of your account and access to the Services. You are responsible for maintaining the security and confidentiality of your account password. You are also solely responsible for all activities that occur through your User ID and password. You agree not to access or use, or attempt to access or use, the Services or any part thereof using the identity or the registration data of any other person. You agree to immediately notify C2SEC of any unauthorized use of your User ID or password. From time to time, you may be asked to confirm your account via an email message. If such an account is not reconfirmed, the account may be deactivated or deleted by C2SEC. Once your account is deleted, your customer service data will not be retained unless otherwise agreed.

#### 5. Background Materials

Unless otherwise indicated, all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, report formats, designs, text, graphics, pictures, sound files, arrangements, techniques, methods, processes, data gathered, created, and maintained within the Services, algorithms, know-how, trade secrets, and other technologies and information that are used by C2SEC in providing the Services (collectively, the “Background Materials”) are the property of C2SEC or its licensors and are protected by U.S. and international copyright and other intellectual property laws.

#### 6. Limited License

To the extent that C2SEC grants you access to the Services, you are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and any Background Materials necessary to use the Services. Such license is subject to these Terms and does not include or authorize: (a) any resale or commercial (non-personal) use of the Services or the Background Materials therein, unless with written authorization or permission by us; (b) the distribution, public performance or public display of any Background Materials; (c) modifying or otherwise making any derivative uses of the Services or the Background Materials, or any portion thereof; (d) use of automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services; (e) downloading (other than page caching) of any portion of the Services, the Background Materials or any information contained therein, except as expressly permitted; (f) any attempt to gain unauthorized access to C2SEC’s computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services; or (g) collection or harvesting of any personally identifiable information, including, but not limited to, company names, domain names or account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes; (h) use of any portion of the Services as a destination linked

from any unsolicited bulk messages or unsolicited commercial messages; (i) any use of the Services or the Background Materials other than for their intended purpose; (j) copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of any software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by C2SEC, in writing. Any use of the Services or the Background Materials other than as specifically authorized herein, without the prior written permission of C2SEC, is strictly prohibited and shall terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

## 7. Free Trial

If Customer registers on the C2SEC website for a free trial or otherwise utilizes the functionality of the Services for free, C2SEC will make one or more Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s). Additional trial terms and conditions may appear in connection with such free Services and are incorporated into this Agreement by reference. CUSTOMER SERVICES DATA ON C2SEC SYSTEMS OR IN OUR POSSESSION OR CONTROL, ANY REPORTS, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL MAY BE PERMANENTLY LOST OR DELETED AT THE END OF THE FREE TRIAL PERIOD UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR PURCHASE UPGRADED SERVICES BEFORE THE END OF THE TRIAL PERIOD. C2SEC WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE TRIAL. NOTWITHSTANDING SECTION 10 (SUPPORT), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY. Please review the Documentation during the trial period so that you become familiar with the features and functions of the Services before you make your purchase.

## 8. Service Subscriptions

Access to certain features of the Services, including but not limited to access and use of the Platform, requires that you order and maintain an active subscription. Associated fees and subscription periods shall be identified on the relevant order form submitted by you to C2SEC (the “Order Form”).

Services are subject to usage limits, including, for example, the quantities specified in the applicable Order Form(s). If Customer exceeds its then-current contractual usage limit as set forth in the relevant Order Form, Customer shall incur additional fees for excess usage and shall remit payment in accordance with Section 9 (Payments). Customer’s then-current contractual usage limit will automatically be increased to the new usage for the remainder of the Subscription Term and thereafter (if applicable).

## 9. Fees and Payments for Purchased Services

9.1.**Fees.** You agree to pay C2SEC the fees listed on the Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Service purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. Customer will be responsible for any payments owed but not paid by any of Customer Affiliates ordering Services hereunder.

9.2.**Invoicing and Payment.** Fees shall be invoiced in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. All charges and payments shall be in U.S. dollars or other currency agreed by us. You authorize C2SEC, through its payment processors, to bill your credit card or other account that you select for the amount payable. You represent and warrant that all account information that you provide to C2SEC for such purposes shall be true and correct. In the event that C2SEC chooses to increase rates, it shall provide you with email notification of such increase at least thirty (30) days in advance and you may elect to terminate the Services prior to such increase becoming effective by contacting C2SEC by email. You must promptly inform C2SEC of any changes in your credit card information. You may make changes to your credit card information in your user account settings. To ensure uninterrupted service, C2SEC shall automatically bill you from the date you submit your initial payment and on each renewal period thereafter until cancellation. Your renewal period shall be equal in time to the renewal period of your current subscription. For example, if you have ordered a monthly subscription plan, each billable renewal period shall be for one month. C2SEC shall automatically charge you the applicable amount using the payment method you have on file with us.

9.3.**Overdue Charges.** If any undisputed invoiced amount is not received by C2SEC by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) C2SEC may condition future subscription renewals and Order Forms on payment terms shorter than 9.2 (Invoicing and Payment), and/or (c) C2SEC may require Customer to pay any collections or legal fees incurred by C2SEC in order to collect payment of the corresponding undisputed invoiced amount.

9.4.**Suspension of Service and Acceleration.** If any amount owing by Customer under this or any other agreement for Purchased Services is thirty (30) or more days overdue, C2SEC may, without limiting other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and Suspend Services to Customer until such amounts are paid in full. C2SEC will give Customer at least 10 days' prior notice, in accordance with Section 13 (Consent to Receive Emails and Notice), before Suspending Services to Customer pursuant to the foregoing.

**9.5. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If C2SEC has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 9.5, C2SEC will invoice Customer and Customer will pay that amount unless Customer provides C2SEC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, C2SEC is solely responsible for taxes assessable against C2SEC based on our income, property, and employees.

**9.6. Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

**9.7. Reseller Purchases.** If Customer purchases the Services through a Reseller, all payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods, and late payment charges) will be set forth in Customer's agreement directly with such Reseller and such payment-related terms will supersede any conflicting terms set forth in this Section 9. C2SEC may suspend or terminate your access to the Services in the event of non-payment of the applicable fees to C2SEC by the Reseller, or Customer's uncured breach of this Agreement. Notwithstanding anything to the contrary, the agreement between Customer and a Reseller: (i) shall not modify any of the terms set forth herein other than Sections those portions of Section 9 related to billing and payments, and (ii) is not binding on C2SEC.

## 10. Support

C2SEC will (a) make the Purchased Services available to Customer pursuant to this Term and the applicable Order Forms and SOWs, and (b) provide standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased. Notwithstanding the foregoing, the Purchased Services may not be available due to: (i) planned downtime (of which C2SEC shall give advanced electronic notice through the Services or otherwise and which C2SEC shall schedule to the extent practicable during the weekend hours), and (ii) circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving C2SEC employees), Internet service provider failure or delay, or for denial of service attack. C2SEC reserve the right to make changes to the Services at any time and from time to time, provided, however, that C2SEC will not materially decrease the functionality of the Purchased Services during a Subscription Term. If C2SEC makes a material change to the Services, C2SEC will notify Customer of such change in accordance with Section 13 (Consent to Receive Emails and Notice).

## 11. Feedback and Customer Services Data

If you provide us with any feature requests, comments, suggestions or other feedback (“Feedback”), you hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant us a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use without limitation the Feedback for any purpose.

Customer grants C2SEC the right to use Customer Services Data, in compliance with applicable law, in order to: (a) provide the Services in accordance with this Agreement, (b) prevent or address service or technical problems, or (c) as may be required by law. C2SEC may also use Customer Services Data in an aggregated, de-identified and generic manner, in compliance with applicable law, for marketing, survey purposes, setting benchmarks, feature suggestions, product analytics and new product features or services, Services utilization analyses and related purposes, provided that (i) it is used only for internal administrative purposes and general usage statistics; (ii) does not identify Customer or its agents, representatives, customers or employees and is not attributable to such persons or entities in any way; and (iii) where Customer Services Data is used in this manner to create publicly disclosed general usage statistics, such statistics are used to report only the total aggregate use among C2SEC customers. Subject to the rights and licenses granted in this Agreement, C2SEC acquires no right, title, or interest from Customer under this Agreement in or to Customer Services Data.

## 12. Consent to Receive Emails and Notice

As long as you maintain a user account, you may not “opt out” of receiving account-related emails from C2SEC. The parties hereto may give legal notice by means of electronic mail, which electronic mail shall be considered delivered when sent. The notice address of C2SEC shall be support@c2sec.com (or such other address as is provided by C2SEC to you). Your address for the receipt of notices pursuant to these Terms shall be the current email address listed by you in your account profile. You also agree, unless you opt out, to receive marketing emails related to the Services.

## 13. Trademarks

C2SEC™, and iRisk™ are trademarks of C2SEC and may not be used or imitated, in whole or in part, without the prior written permission of C2SEC. You may not use any metatags, or any other hidden text utilizing said trademarks or any other name, or product or service name of C2SEC without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of C2SEC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and logos displayed through the Services are the property of their respective owners. However, you are allowed to use the logos for the presentations to the end customer.

## 14. WARRANTY DISCLAIMERS

THE SERVICES AND THE BACKGROUND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED. C2SEC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICES AND THE BACKGROUND MATERIALS. C2SEC MAKES NO WARRANTY THAT (A) THE SERVICES OR THE BACKGROUND MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; (B) THAT THE SERVICES, ITS SERVER(S), OR ANY OF THE BACKGROUND MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) THAT ANY ERRORS IN THE SERVICES CAN OR WILL BE CORRECTED. C2SEC DOES NOT GUARANTEE THAT THE SERVICE WILL IDENTIFY ALL INSTANCES OF SECURITY VIOLATIONS, THREATS OR INTRUSIONS. CLIENT ACKNOWLEDGES THAT THE RESULTS OF THE SERVICE ARE DEPENDENT ON THE CLIENT'S ENVIRONMENT AND ARCHITECTURE AND CLIENT ASSUMES ALL LIABILITY FOR CLIENT'S ENVIRONMENT AND ARCHITECTURE.

#### 15. Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 18, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OR SERIES OF RELATED INCIDENTS, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 9.

IN NO EVENT SHALL C2SEC OR ANY OF ITS AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE SERVICES, THE BACKGROUND MATERIALS, OR ANY CONTENT OR DATA CONTAINED IN OR ACCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES, LOSS OR INJURY (INCLUDING WITHOUT LIMITATION PERSONAL INJURY AND DEATH) CAUSED BY OR RESULTING FROM USE OF THE SERVICES, RELIANCE ON ANY INFORMATION OBTAINED FROM C2SEC, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO C2SEC' RECORDS, PROGRAMS OR

SERVICES. THE AGGREGATE LIABILITY OF C2SEC, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICES, SHALL NOT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO C2SEC FOR ACCESS TO OR USE OF THE SERVICES.

C2SEC SHALL NOT BE LIABLE FOR BREACHES OF SECURITY OF THE SERVICES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

The provisions and limitations of this Section 15 will apply to Customer and all of its Affiliates purchasing Services hereunder in the aggregate, meaning C2SEC’S liability to Customer and/or one or more of its Affiliates for an incident or series of related incidents, collectively, will be limited to the aggregate amount paid by Customer and its Affiliates as set forth in this Section 15.

#### 16. Compliance with Laws

You represent and warrant that your use of the Services shall comply with all local, state and federal laws.

The Services, other technology C2SEC makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

#### 17. Indemnification

You agree to defend, indemnify and hold harmless C2SEC, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) or proceeding made or brought against C2SEC by a third party alleging that Customer Services Data, or your use of any Service in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights, and will indemnify C2SEC from any damages, attorney fees and costs finally awarded against C2SC.

C2SEC will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of our Service infringes or misappropriates such third party’s intellectual property rights, and will indemnify you from any damages, reasonable attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of, a claim against you, provided you (a) promptly give us written notice of

the claim, (b) give us sole control of the defense and settlement of the claim, and (c) give us all reasonable assistance.

This Section 18 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 18.

## 18. Term and Termination

- 18.1. **Term of Agreement.** This Agreement commences on the effective date set forth on the signature page and continues until all Subscription Terms hereunder have expired or have been terminated.
- 18.2. **Term of Purchased Subscriptions.** The Subscription Term shall be and shall renew as specified in the applicable Order Form. If no such term is specified, Subscriptions will have an initial term of one year and automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant Subscription Term.
- 18.3. **Termination.** A party may terminate this Agreement, any Order Form or SOW (i) thirty (30) days after providing written notice to the other party of a material breach of its obligations under this Agreement or the relevant Order Form or SOW if such breach remains uncured at the expiration of such 30-day period, (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, or (iii) upon ten (10) days' written notice to the other party if the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.
- 18.4. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 19.3 (Termination), C2SEC will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms or SOW after the effective date of termination. If this Agreement is terminated by C2SEC in accordance with Section 19.3(Termination), Customer will pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to C2SEC for the period prior to the effective date of termination.
- 18.5. **Customer Services Data Portability and Deletion.** After the effective date of termination or expiration of this Agreement, C2SEC will have no obligation to maintain or provide Customer Services Data, and may, in its sole discretion, delete or destroy all copies of Customer Services Data in our systems or otherwise in our possession or control, unless legally prohibited.
- 18.6. **Surviving Provisions.** The Sections that are intended by their nature to survive termination or expiration shall so survive any termination or expiration of this Agreement.

## 19. Dispute Resolution

The validity of these Terms and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Washington, without regard to conflicts of law principles. In the event of any controversy or claim arising out of or relating in any way to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of sixty (60) days, then either party may, by notice to the other party demand mediation under the mediation rules of the American Arbitration Association. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in Seattle, Washington. The arbitrator shall render a written opinion including findings of fact and law and the award and/or determination of the arbitrator shall be binding upon the parties, and their respective administrators and assigns, and shall not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration shall be shared equally by the parties. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings shall be concluded within ninety (90) days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit shall not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

Subject to the dispute resolution provisions of these Terms, the parties irrevocably submit and consent to the exclusive exercise of jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Washington. The parties hereby irrevocably waive any and all objections w to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Washington.

If a suit in law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

You agree that, by entering into these Terms, you and we are each waiving the right to participate in a class action or class arbitration. Each party to these Terms agrees and covenants that it shall not initiate any class-wide proceedings, including class actions or class arbitrations, against another party, and shall not act as a class representative or class member. This provision constitutes an agreement that any dispute shall be resolved exclusively on a bilateral basis between the parties, with each party acting in his/her/its individual capacity. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## 20. Interstate Nature of Communications

You acknowledge that in using C2SEC Services you shall be causing communications to be sent through interstate telecommunications networks, which are governed by federal law pursuant to the interstate commerce clause of the US Constitution. Even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. You acknowledge that use of the service results in interstate data transmissions.

#### 21. Assignment; Change in Control

These Terms may not be assigned by you without the prior written approval of C2SEC but may be assigned without your consent by C2SEC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

#### 22. Severability

If any of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

#### 23. Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and C2SEC.

#### 24. Waiver

No waiver of any term, provision or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

#### 25. Force Majeure

If the performance of any part of these Terms by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

#### 26. Confidentiality

- 26.1. **Definition of Confidential Information.** “Confidential Information” means all information and materials 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. C2SEC Confidential Information includes the Services and any proprietary materials provided through the Services and marked as such; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, 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, (iv) is disclosed by the Disclosing Party generally without restriction on disclosure; or (v) was independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession.

26.2. **Protection of Confidential Information.** The Receiving Party will (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, disclose Confidential Information of the Disclosing Party only to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent 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 a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 26.2.

26.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or by the order of a court or similar judicial or administrative body to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (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 and providing secure access to that Confidential Information.

## 27. Service Availability

C2SEC will use commercially reasonable efforts to make its SaaS environment available with an Uptime Percentage of at least 99.9%. Planned down times are not counted as "Unavailable" state. All kinds of third-party issues, including cloud provider issues affecting C2SEC's services are not counted as "Unavailable" state.

## 28. Entire Agreement

These Terms and the Privacy Policy, constitutes the complete and exclusive statement of the agreement between the parties with respect to the use of this site and any acts or omissions of

C2SEC and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.