

## **ENTERPRISE RECON PRODUCT FAMILY LICENSE AGREEMENT**

Any and all use of the following Enterprise Recon Products shall be governed by the End User License Agreement (hereinafter referred to as the "EULA") herein. Any reference to a Enterprise Recon Product shall include one or more of the following software products:

- Enterprise Recon PRO
- Enterprise Recon PII
- Enterprise Recon PCI
- Enterprise Recon NOW
- Enterprise Recon

and any other Enterprise Recon Product that Ground Labs may from time to time add to, or subtract from, the foregoing list (collectively referred to as "Software").

### **END USER LICENSE AGREEMENT**

You ("Licensee") should carefully read the following terms and conditions before using, installing, copying, distributing, or transmitting this software. Unless otherwise agreed in writing signed by an authorized representative of Ground Labs (hereinafter referred to as the "Licensor"), your use, installation, copying, distribution or transmission of the Licensed Product indicates your acceptance of this EULA, thereby creating a "License". You understand and agree that the terms and conditions of this License are the only terms and conditions applicable to your use of the Licensed Product during the Subscription Term. If you wish to subscribe to a License for multiple years, please contact the Licensor for a separate written agreement known as a Subscription License Agreement ("SLA").

As a condition of downloading and using the Software, you also agree to the terms of the Licensor's Privacy Policy at <https://www.groundlabs.com/privacy/> which may be updated from time to time and without notice. Licensor and Licensee may be referred to herein individually as a "Party", and together as the "Parties".

#### **1. Definitions**

- 1.1 "Licensor" or "Ground Labs" means the applicable Ground Labs entity who has entered into this EULA with the Licensee.
- 1.2 "Licensee" means the business or government entity end user that has acquired a License to the Licensed Product.

- 1.3 "Documentation" means any printed and online or electronic documentation for the Software and any associated media that the Licensor makes available for the Licensed Product.
- 1.4 "Licensed Product" means the Software identified and licensed in the applicable Order.
- 1.5 "Order" means, collectively, (i) the Purchase Order ("PO"), issued by the Licensee, and/or (ii) the Quotation, issued by the Licensor, and countersigned by the Licensee and returned to the Licensor no later than thirty (30) days from the date of quotation.

## 2. Term

- 2.1 This EULA shall commence on the start date specified in the applicable Order and, subject to the provisions of this Clause, shall continue for the Term stated on the applicable Order unless terminated earlier in accordance with the provisions of Clause 13.
- 2.2 Save for Enterprise Recon NOW, this agreement will automatically renew for the same term period, at a price increase in alignment with the Licensor's then-current price list, unless either party gives the other written notice of termination at least 90 days prior to the end of the Term.
- 2.3 If the License created by this EULA is revoked or terminated, the Licensee shall destroy all copies of the Licensed Product and Documentation within its control and power of procurement wheresoever and howsoever held including on all devices including, without limitation, computers, servers, and archival devices. If requested by the Licensor, the Licensee will confirm in writing when such copies have been destroyed and completed.

## 3. Grant of the License

- 3.1 In consideration of the Licensee's promise to comply with the duties and obligations set out in this EULA, the Licensor grants the Licensee a non-exclusive, non-transferrable, revocable license to use the Licensed Product and Documentation.
- 3.2 The Parties agree that the License granted under Clause 3.1 above shall permit the use of the Licensed Product within the specifications and limits prescribed in the applicable Order.

- 3.3 Upon receipt of full payment from the Licensee or, a valid Order, subject to prior approval by the Licensor, the Licensor shall supply the Licensee with an authorization key, within five working days, that:
- 3.3.1. Activates the Master Server;
  - 3.3.2. Permits the License to be used within the limits and specifications prescribed in the applicable Order; and
  - 3.3.3. Permits the Reporting Console to interact with the Master Server for the purpose of initiating scans on Licensed Target Platforms and to review any available reporting information.

#### **4. Scope of the License**

- 4.1 Once downloaded, the Licensee may install and access the Licensed Product, including any modification or permitted upgrade (at no additional cost to Licensee) supplied by the Licensor. Once installed, the Licensee shall not use the Licensed Product to scan more than the maximum scannable data storage and/or the maximum count of scannable Target Platforms as defined in the applicable Order. The Licensee may only install the Licensed Product on supported platforms listed on the Licensor product documentation website located at <https://www.groundlabs.com/documentation/>.
- 4.2 Without prejudice to Clause 4.1 above, the Licensee may un-assign and re-assign licenses for the Licensed Product when a host machine is decommissioned and taken offline on a permanent basis.
- 4.3 The Licensee may make copies of the computer software part of the Licensed Product for offline back-up or archival purposes, but the copies shall be used for no other purpose.
- 4.4 The following acts shall be considered a breach of condition and, without prejudice to Clause 13.2 below, shall entitle the Licensor summarily to terminate all of the Licensee's rights to use the Licensed Product, namely where the Licensee:
- 4.4.1. Uses the Licensed Product to provide a managed service to one or more third parties; or
  - 4.4.2. Uses the functionality of un-assigning and re-assigning Licenses as a method of reducing its license requirements or attempting to circumvent licensing controls or manipulating the Licensed Product to exceed the applicable limits as outlined in the applicable Order; or

- 4.4.3. Attempts to create more than the number of Master Servers licensed without authorization from the Licensor; or
- 4.4.4. Sells the Licensed Product or any part of it to one or more third parties.
- 4.5. When use of the Licensed Product has reached 80% of its applicable data limit as set forth in the applicable Order, the Licensed Product will provide such notification to the Licensee by way of displayed warnings. Scans that were scheduled prior to exceeding the data limit will continue to be executed. Once the data limit exceeds, the Licensed Product will operate in a reduced-functionality state, scan results are added to a backlog and viewing of such results are paused until additional Licenses are purchased.
- 4.6. The Licensee shall notify the Licensor of any over-consumption as per Clause 4.5 and the Licensee shall pay for the excess data on a pro-rata basis from the date the Licensee exceeded the data limit until the end of the Agreement Term as per the next price tier set out in the applicable Order.
- 4.7. Version downgrades are not supported for the Master Server as certain features, data sets, storage formats and/or components in newer versions of the Licensed Product may not be backward compatible. Downgrading a newer version of the Master Server datastore to an earlier version of the Licensed Product may leave the system in an undesired state.

## **5. The Licensee's Duties**

- 5.1. During the EULA term, the Licensee shall provide to the Licensor with a report on data usage on a quarterly basis, using scripts supplied by the Licensor or as part of the reporting of the Master Server.
- 5.2. The Licensee shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this EULA:
  - 5.2.1. Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Product and/or Documentation (as applicable) in any form or media or by any means;
  - 5.2.2. Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Licensed Product;

- 5.2.3. Attempt to remove, alter or interfere with any of the trade marks, logos, proprietary notices or other protected content including any modification of code contained in the Licensed Product and/or the Documentation.
- 5.3 The Licensee agrees to marketing initiatives proposed by the Licensor including but not limited to the following:
  - 5.3.1. The Licensee will participate in a Press Release confirming its decision to buy Licences from the Licensor for use of the Licensed Product; and
  - 5.3.2. Once the installation is complete and the Licensed Product is in operational use, the Licensee will co-operate in the creation of a customer case study to be used as a part of the marketing of the Licensed Product.
  - 5.3.3. The Licensee will grant the Licensor permission to list the Licensee's name as a customer on its website, or in online and printed product material describing the Licensed Product or the Licensor's company information; and
  - 5.3.4. For the purpose of providing a product reference, the Licensee will grant the Licensor permission to provide contact details for the appropriate individuals to prospective customers.

The Licensor undertakes that it will act reasonably in requesting access to the Licensee's operations and will not expect the Licensee to incur unreasonable expense in complying with its requests.

## **6. The Price and Payment**

- 6.1 The Parties agree that the fee for each year of the License shall be as stipulated in the Subscription Fee table in the applicable Order, and payment is to be made in full within 30 days from receipt of the Licensed Product and invoice from the Licensor.
- 6.2 If Licensee fails to pay any amounts when due, in addition to any other remedies that Licensor may have, the Licensor, at its discretion, reserves the right to charge interest on the outstanding amounts at the lower of 8% per annum, calculated daily or at the highest rate permitted under applicable local law. The Licensee shall be obligated to reimburse the Licensor for all costs incurred by Licensor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees. The Licensor may suspend any technical support and software updates of the Licensed Product to Licensee until payment has been made in full.

- 6.3 If the scanning capacity and/or Master Server of the Licensed Product is to be increased, the Licensee shall issue a new PO to the Licensor as per the Additional Product fee(s) in the applicable Order.
- 6.4 Any fees for excessive data and/or additional Target Platforms will be billed on a pro-rata basis from the date the Licensee exceeded the applicable License limits until the end of the term, as demonstrated by the reporting provided quarterly by the Licensee to the Licensor. Invoicing for such excessive License limits will follow the quarterly reporting of such usage.

## **7. Right to Technical Support**

- 7.1 By virtue of the License, the Licensee has a right to receive all permitted Licensed Product updates and upgrades throughout the EULA Term of the License. In addition, the License entitles the Licensee to receive online technical support including Documentation and a helpdesk ticketing system to raise operational issues with the Licensor's support engineers. The Licensor reserves the right to levy separate support and maintenance charges in addition to the licensing fees. Support shall be delivered in accordance with the schedule and terms as set out in <https://www.groundlabs.com/technical-support-services/>.

## **8. Refund Policy**

- 8.1 The Licensor does not provide refunds, even if the Licensee shall terminate the EULA in compliance with Clause 13.1 or 13.3. If the Licensee has a dispute or complaint about the Licensed Product, the Licensee may contact the Licensor via email. The Licensor will use its reasonable endeavours to remedy any software faults identified in accordance with support provisions detailed in Clause 7.1.

## **9. Intellectual Property**

- 9.1 The Licensee acknowledges that title to all the Intellectual Property Rights relating to the Licensed Product are owned by the Licensor, subject only to the rights of any third party software, modules, libraries, or the like, that may be incorporated, utilized, or referenced by the Licensed Product. At no time will the Licensee seek to claim any right or interest in any of these Intellectual Property Rights.

## **10. Confidentiality and Privacy**

- 10.1 Each party shall, during the term of this EULA and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the provisions of, and matters contemplated by, this EULA) nor without the prior

written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value including pricing information) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.

- 10.2 No party shall make, or permit any person to make, any public announcement concerning this EULA without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.3 The Licensed Product is intended to be fully operated by the Licensee, within the complete control of the Licensee's site, systems, facilities, equipment or infrastructure, and therefore, Licensor neither requires nor has any access to any personally identifiable information ("Sensitive Information") regardless whether such information is generated by the Licensee's operation or use of the Licensed Product or otherwise, save that the Licensee may provide access to such Sensitive Information to Licensor for a specific business purpose or case-by-case trouble shooting investigation and technical support.
- 10.4 The parties do not expect that the Licensor will, in providing the Licensed Product, be required to process any Sensitive Information on behalf of the Licensee. In the event that the Licensee requires the Licensor to process any Sensitive Information on its behalf, the parties shall discuss and agree in good faith such additional clauses/agreements as are reasonably required to comply with requirements placed on each party by applicable data protection and the Licensor's terms for the transmission and handling of such Sensitive Information. For the avoidance of doubt, this will include implementing regulatory requirements necessary for the processing of Sensitive Information, which at any time shall require the Licensee's prior written consent.
- 10.5 Licensee further acknowledges and accepts that the helpdesk of Licensor does not, in the ordinary course of providing technical support to its clients, retain copies of any Sensitive Information it receives. Upon completion of such technical support requested by Licensee and provided by Licensor, the Parties agree and

accept that the Licensor shall forthwith shred any copy of Sensitive Information it received, unless otherwise advised by Licensee.

- 10.6 The software component of the Licensed Product processes Sensitive Information and the Licensee, as the operator, is solely responsible for compliance with all relevant privacy and data protection laws in the relevant jurisdiction(s).

## 11. Warranties

- 11.1 Licensor warrants that (a) no virus has been knowingly introduced or permitted to be introduced in any part of the Licensed Product; (b) it has taken precautions in accordance with the accepted industry practice to ensure that no virus is contained in any part of the Licensed Product; and (c) the Licensee shall be promptly notified should the Licensor detect or be made aware that a virus is contained in any part of the Licensed Product, in which case the Licensor shall provide all information reasonably requested by the Licensee in relation to such virus.
- 11.2 Save for the limited warranties in Clause 11.1, the Licensed Product is provided "as is" and all warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose are excluded to the fullest extent permitted by law. In particular, the Licensor does not warrant that the functions contained in the Licensed Product will meet the Licensee's requirements or that the operation of the software component of the Licensed Product will be uninterrupted or error-free. Nothing in this EULA shall limit or exclude any statutory rights that may be available to the Licensee, and any terms in this EULA that would be void or unenforceable under such legislation shall be severed from this EULA.

## 12. Limitation of Liability

- 12.1 In the event the download fails to deliver a functioning copy of the Licensed Product, the sole obligation of the Licensor is to replace the download or to supply a replacement on physical media. The Licensor shall not be liable for any loss or corruption of data, interruption of business, loss of profits or for any other direct or indirect damage arising from the use of the Licensed Product. Under no circumstances shall the total liability of the Licensor exceed the amount the Licensee paid for the license(s).
- 12.2 Nothing in this EULA excludes or limits the liability of either Party in respect of:



- 12.2.1. Death or personal injury caused by its negligence (including negligence of its employees, agents or contractors);
- 12.2.2. Fraud and/or fraudulent misrepresentation; or
- 12.2.3. Liability which may not otherwise be limited or excluded under applicable law.

### **13. Termination**

- 13.1 The Licensee may terminate this EULA at any time by giving written notice to the Licensor.
- 13.2 If either Party feels there is a material breach of this EULA, it shall give written notice of the relevant facts to the other Party and request that appropriate action is taken to remedy the breach. If the breach shall not be remedied within thirty days of the written notice being received, the Party may terminate this EULA immediately by giving written notice in writing.
- 13.3 This EULA shall terminate automatically if either Party shall become insolvent or enter into any agreement with its creditors.

### **14. Indemnity**

- 14.1 The Licensee agrees to indemnify the Licensor and its subsidiaries, affiliates, officers, agents, and employees against any third-party claim, suit or action arising from or in any way related to the Licensee's misuse of the Licensed Product or breach of this EULA, including any liability or expenses arising from all third-party claims, judgments and costs of every kind. Immediately upon receipt, the Licensor shall provide the Licensee with written notice of such a claim, suit or action.

### **15. Assignment or Transfer**

- 15.1 This EULA shall be binding upon and inure to the benefit of the Licensor and the Licensee provided, however, that the Licensee may not assign or transfer its rights or obligations under the EULA without the prior written consent of the Licensor, such consent not to be unreasonably withheld.
- 15.2 Each party acknowledges that the other party may assign its rights and obligations under this EULA solely to an affiliate without the consent of the other party; provided that such party agrees in writing to abide by the terms of any such assignment or transfer.

15.3 The Licensee acknowledges that the Licensor may assign this EULA to a third party without the prior written consent of the Licensee in connection with a merger, acquisition or sale of all or substantially all of its assets; provided that such party agrees in writing to abide by the terms of any such assignment or transfer.

## **16. Severability and Survival**

16.1 If any provision or term of this EULA is found by any arbitrator or court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or term or part shall, to that extent, be deemed not to form part of this EULA so that the remainder of this EULA shall otherwise remain in full force and enforceable. Further, all the terms that should properly survive the termination of this EULA shall remain enforceable.

## **17. Whole Agreement**

17.1 This EULA contains the entire understanding between the Parties in connection with the subject matter and it supersedes or replaces any and all prior negotiations, agreements, and/or representations, whether oral or written, between the Parties. The Parties may agree to modify or vary any term of this EULA, such modification or variation to be in writing and signed by both Parties.

## **18. Notice**

18.1 Whenever either Party wishes or is required to give a notice under this EULA, the notice shall be in writing and shall be delivered by email and conventional mail, addressed using the Licensor and Licensee details listed in the applicable Order. For these purposes, the notice is deemed to have been received on the same day it is transmitted by email.

## **19. Governing Law and Venue**

19.1 This EULA will be governed and construed in accordance with the laws of Singapore or the applicable jurisdiction identified in Appendix A. The Parties expressly agree that any disputes arising under or concerning this EULA shall be exclusively resolved in the state or courts located in Singapore or the applicable jurisdiction identified in Appendix A and each Party hereby agrees to submit to the jurisdiction of the said courts.

**Appendix A**

Subject to the provisions of Clause 19.1, the governing law and jurisdiction relating to this EULA is determined by the Licensor that has entered into and signed the Order with the Licensee as identified in the table below.

<b>Ground Labs Entity (Licensor)</b>	<b>Jurisdiction</b>
Ground Labs Pte Ltd	Singapore
Ground Labs Limited	England and Wales, United Kingdom
Ground Labs Inc.	State of Texas, United States of America