Zero Networks Service Agreement

BACKGROUND: Zero Networks provides network security and cybersecurity solutions described in **Exhibit A** (the "**Solution**"). This Agreement governs Client's access and use of the Solution and any proprietary technology of Zero Networks incorporated therein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Solution**. Subject to the terms and conditions of this Agreement, Zero Networks shall provide Client with access to the Solution on a non-exclusive basis. Client may use the Solution on a non-exclusive basis solely for its own commercial purposes. The Solution includes the executable code described in **Exhibit A**, and Zero Networks hereby grants Client a non-exclusive license to use such executable code solely in connection with the Solution during the term of this Agreement and for no other purpose. Except as expressly set forth herein, Client shall not be entitled to any other software (including any other executable or source code) from Zero Networks. No licenses or rights are granted herein by estoppel or by implication. Client represents that it has all necessary authority to enter into this Agreement and that the execution of this Agreement and the receipt of the Solution will not conflict with any legal, regulatory or contractual obligations of Client.

2. **Restrictions**. Except as set forth expressly herein, Client shall not, and shall not permit any third party, to (a) reverse engineer or attempt to find the underlying code of, the Solution; (b) modify the Solution, (c) sublicense, sell, distribute or provide the Solution to any third party, (d) bypass any security measure or access control measure of the Solution or (e) use any API provided by Zero Networks in a manner than is excessive or negatively impacts the performance of the API for other users. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, Client shall inform Zero Networks in writing in each instance prior to engaging in the activities set forth above. Client shall promptly notify Zero Networks in writing of any unauthorized use of the Solution. For additional clarity, the foregoing restrictions apply equally to any executable code provided by Zero Networks.

3. **Data; Privacy**. In order to provide the Solution, including the Zero Networks live dashboard and associated analytics, Zero Networks collects certain data provided by Client or that is contained in Client's platform ("**Customer Data**"). Such Customer Data may include, but is not limited to, machine names, user names, IP addresses and network connections metadata. The intention of the parties is that Customer Data shall not contain any information that personally identifies any individual or household. Client retains sole ownership of all Customer Data. Subject to the foregoing, Zero Networks analyzes all Customer Data in order to provide Client with services through the Solution. In addition, Zero Networks may use such Customer Data for improving the Solution (including the algorithms and models used by the Solution) made available to all customers of Zero Networks. Zero Networks will implement reasonable security measures appropriate to the nature of the Customer Data including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Customer Data. Zero Networks may store or process the Customer Data in a jurisdiction that is not the jurisdiction of the Customer or the jurisdiction from which it received the Customer Data. Zero Networks may disclose Customer Data to the extent required by applicable law or to cooperate with a law enforcement investigation. Client represents and

warrants that it has the right to grant Zero Networks the right to store, process and transfer the Customer Data as set forth herein.

4. **Intellectual Property**. Zero Networks has all right, title and interest in the Solution, including all enhancements, improvements and modifications thereof ("**Zero Networks Property**"). If Client provides Zero Networks with any feedback regarding the Zero Networks Property, Zero Networks may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

5. **Confidentiality**. Either party (a "**Disclosing Party**") may disclose to the other party (a "**Receiving Party**") certain confidential information regarding its technology and business ("**Confidential Information**"). Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its provision or use of the Solution. Confidential Information shall not include information that Receiving Party can show (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions; or (d) is required to be disclosed by law, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. All pricing information herein and all non-public information in respect of the Solution shall be deemed the Confidential Information of Zero Networks.

6. **Payment**. In consideration of the Solution, Client shall make payment to Zero Networks as set forth in an agreed order form. Except to the extent set forth otherwise in an agreed order form, amounts due hereunder shall be due and payable within 30 days of invoice date, and do not include sales, excise and other transaction taxes, and Client shall make payment in respect of such taxes in addition to other amounts due hereunder. Client shall make payment to Zero Networks without deduction or withholding of any taxes or other government charges. Late payments shall bear interest at the rate of 18% per annum.

7. Support. Zero Networks will provide support during the Term pursuant to the terms and conditions of **Exhibit B**.

8. Warranties; Disclaimer. Each party warrants that it has full corporate power and authority to execute this Agreement and to perform its obligations hereunder; and all corporate action necessary for the authorization, execution, delivery and performance of this Agreement by it have been taken. Client warrants that it is authorized to provide Zero Networks with access to the Customer Data for purposes of receiving the Solution. Zero Networks represents and warrants that the Solution shall comply agreed specifications in all material respects and that, to its best knowledge, the Solution does not infringe the intellectual property rights of any third party. SUBJECT TO THE FOREGOING, THE SOLUTION IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZERO NETWORKS DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. Indemnification.

9.1 **Zero Networks Indemnification Obligations**. Zero Networks shall defend Client from and against any actual claim, demand, action or other proceeding by any third party initiated against Client arising from any claims that the Solution infringes the intellectual property rights of a third party, and shall indemnify and hold Client harmless from any final, nonappeallable decision awarded by a competent court in connection with the foregoing claim. If the Solution shall be the subject of an indemnifiable claim, or Zero Networks reasonably believes that the Solution shall be the subject of an indemnifiable claim, Zero Networks may terminate this Agreement with written notice if modification of the Solution to be non-infringing or compliant with applicable law is not reasonably practical.

9.2 **Client Indemnification Obligations**. Client shall defend and indemnify Zero Networks (and its affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and attorneys' fees) which Zero Networks may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from the provision by Client of any data not in compliance with applicable law.

9.3 **Procedure**. The obligations of either party to provide indemnification under this Agreement will be contingent upon the indemnified party (i) providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, (ii) cooperating fully with the indemnifying party (at the indemnifying party's expense), and (iii) allowing the indemnifying party to control the defense and settlement of such claim, provided that no settlement may be entered into without the consent of the indemnified party if such settlement would require any action on the part of the indemnified party other than to cease using any allegedly infringing or illegal content or services. Subject to the foregoing, an indemnified party will at all times have the option to participate in any matter or litigation through counsel of its own election at its own expense.

10. **Limitation of Liability**. IN NO EVENT SHALL ZERO NETWORKS (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE ZERO NETWORKS SOFTWARE OR SOLUTION. THE ENTIRE LIABILITY OF ZERO NETWORKS (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT CUSTOMER HAS ACTUALLY PAID TO ZERO NETWORKS IN RESPECT OF THE SOLUTION.

11. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue in effect for a period of one year thereafter (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for subsequent periods of one year each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless one of the parties provides written notice of its intent not to renew at least 30 days prior to the applicable Renewal Term. Either party may terminate this Agreement upon written notice if the other party shall materially breach this Agreement and not cure such breach within 30 days of receipt of written notice thereof from the non-breaching Party. Zero Networks may temporarily suspend Client's access of the Solution upon a reasonable belief that Client is using the Solution in breach of this Agreement or violation of applicable law, and during such period Zero Networks shall actively investigate such breach or violation. Upon any termination of this Agreement, Client shall cease all use of the Solution. Zero Networks shall upon termination or expiration of this Agreement provide Client with a reasonable means to download Customer Data. Zero Networks may delete all Customer Data 30 days following termination or expiration of this Agreement. Sections 2 – 6,

and 8 – 14 of this Agreement shall survive any termination or expiration thereof. Neither party shall have liability for the termination of this Agreement in accordance with its terms.

12. **Publicity**. Zero Networks may disclose that Client is using the Solution, including by displaying Client's name and logo on Zero Networks' website and other marketing materials.

13. **Force Majeure**. Neither party will be liable to the other for any delay in performing or inability to perform its obligations under this Agreement caused by acts of God such as fire, storm, flood, epidemic, quarantine, earthquake, government acts, labor strikes, terrorism, and riots and misconduct outside its control, provided the affected party notifies the other party of such delay as soon as commercially practicable and uses commercially reasonable efforts to minimize potential effects of the delay.

14. **Miscellaneous**. This Agreement together with its Exhibits and any agreed order form constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties regarding the subject matter hereof. In the event of any conflict between the terms of this Agreement and an order form, the terms of this Agreement shall govern except to the extent expressly set forth otherwise in an agreed order form. Except as expressly set forth herein, this Agreement may not be modified or amended except in a writing executed by both parties. If any part of this Agreement shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms as possible under applicable law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be required for the assignment by either party of all of its rights and obligations hereunder to a purchaser of all or substantially all of the assets or share capital of the assignor, provided that the assignor provides the other party with written notice of the assignment. Assignments in violation of the foregoing shall be void. This Agreement shall be governed by the laws of the State of New York, and the competent state or federal courts in the State of New York shall have exclusive jurisdiction to hear any disputes arising hereunder. Notwithstanding the foregoing, either party may seek an interim injunction or other interim equitable relief in any court of competent jurisdiction.

Exhibit A: Solutions

Zero Networks Segment™ is an automated microsegmentation solution that learns network traffic, creates respective rules/policies, and centrally manages the host-OS firewalls of all assets in the network, leveraging JIT MFA access.

Zero Networks Connect™ is a remote user access solution that combines the security of ZTNA and the speed of VPN.

Exhibit B: Support

This document set forth the terms pursuant to which Zero Networks will provide you with support and maintenance for the Solution, provided that your account is in good standing. You are responsible for providing support to your employees, consultants and other end users, and shall remain the point of contact for all of the foregoing.

1. **Service Commitment**. Company will use its commercially reasonable efforts to ensure that the Uptime of the Solution equals or exceeds 99.9%. Company's daily system logs will be used to track Uptime. "**Uptime**" means the total number of minutes in a calendar month, minus the total number of minutes in that calendar month that comprises Unscheduled Downtime, divided by the total number of minutes in a calendar month.

2. **Scheduled Downtime**. Zero Networks may schedule downtime to perform system maintenance, backup and upgrade functions for the Solution (the "**Scheduled Downtime**"). Company will notify you (including via email) of any Scheduled Downtime. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Solution are not available to perform operations, to when the Solution become available to perform operations.

3. **Unscheduled Downtime**. Unscheduled Downtime is measured in minutes, and is defined as any time outside of Scheduled Downtime when the Services are not available. Unscheduled Downtime does not include problems resulting from (i) your actions and inactions, or the actions and inactions of your employees, consultants, service providers and users, (ii) your equipment and/or third party equipment to the extent not within the control of Zero Networks, such as third party hosting or cloud services or (iii) the unavailability of or problems in the Internet or cellular network.

4. **Response Times**. Zero Networks or its agents shall respond to your requests for support services within the time frame set forth herein:

(a) With respect to High Priority Errors: One (1) hour

"**High Priority Errors**" means errors that cause a serious failure of the material functionality of the Platform and materially disrupt your operations.

(b) With respect to Medium Priority Errors: Eight (8) hours

"Medium Priority Errors" means errors that causes a serious failure of the material functionality of the Platform but does not materially disrupt your operations.

(c) With respect to Low Priority Errors: Two (2) days

"**Low Priority Errors**" means errors that cause non-critical failure or degradation of the functionality of the Solution.

5. **Contact**. All requests for support must be sent via email to support@zeronetworks.zendesk.com

6. **Your Responsibilities**. You shall assign at least one and up to four named contact persons that will be permitted to contact Zero Networks for support. Your contact persons should have reasonable knowledge of the Solution and of the underlying technologies. You acknowledge that compliance with your obligations hereunder is an essential condition to the provision of support and maintenance hereunder.

7. **Application Program Interface.** Zero Networks may temporarily limit Client's access to any API made available. In such event, Zero Networks will notify Client of the limitation and work in good faith with Client to resolve the issue. Zero has no liability to Client as a result of any change, or temporary unavailability or limitation of access to the API. Zero may change the API or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Zero will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Zero may add new endpoints or fields in API results without prior notice to Client.