

## **Recorded Future – Terms of Service (AWS Marketplace)**

These Terms of Service (this “Agreement”) set out terms and conditions that govern the access and use of certain SaaS offerings (collectively, the “Service”), sold via the AWS Marketplace and made available by Recorded Future, Inc. (“Recorded Future”), by you, a user of the Service (“you” or “Customer”). You should read this Agreement carefully. By clicking “Agree”, “Subscribe” or otherwise indicating acceptance of this Agreement, or by using the Service, you are entering into a legally binding agreement with Recorded Future (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are using the Service on behalf of an organization, you represent that you have the right to bind such organization to this Agreement, and the terms “Customer” and “you” will include both you, the individual user, and such organization. If you do not agree to these terms and conditions, you must not use the Service.

**1. LICENSE AND SUPPORT.** Subject to the terms and conditions set forth in this Agreement, including payment of applicable Fees by Customer, Recorded Future hereby grants Customer, and Customer hereby accepts, a non-exclusive, non-transferable, right and license to access and use, solely for its own internal business purposes, (i) the Service for which it has subscribed on the AWS Marketplace, on a hosted basis, in accordance with the user documentation provided with the Service (“Documentation”), and (ii) the Documentation, in each case for the Subscription Term (as defined below). Use of the Service is also restricted and subject to the number of users and other limitations specified for Customer’s subscription for the Service. During the Subscription Term, Recorded Future will support the Service in accordance with its then-standard support practices for the Service. All rights not expressly granted to Customer are reserved.

### **2. TERM; RENEWAL; TERMINATION**

**2.1 Term and Renewal.** The term of this Agreement (the “Subscription Term”) is effective as of the date of Customer’s first acceptance of this Agreement (e.g., its subscription for the Service via the AWS Marketplace) or use of the Service (the “Effective Date”) and, unless earlier terminated as set forth herein, will continue for the duration of its subscription term as specified in the AWS Marketplace (or, if not specified, for one (1) year) (the “Initial Term”) and will automatically renew for additional one (1) year terms (each, a “Renewal Term”) unless either party has given the other party written notice of non-renewal at least ninety (90) days prior to the end of an Initial Term or Renewal Term. To the extent the following functionality is available and/or required by Amazon/AWS, such Customer notice of non-renewal may and/or shall be given via cancelling its subscription for the Service via the AWS Marketplace or Customer’s Amazon Web Services account.

**2.2 Termination.** This Agreement may be terminated if a party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party. In addition, Amazon/AWS may have certain rights to terminate this Agreement in accordance with applicable Amazon Web Services or AWS Marketplace terms applicable to Recorded Future or Customer, and Recorded Future may terminate this Agreement to the extent that Amazon/AWS changes applicable terms of the AWS Marketplace in a manner that is problematic for Recorded Future.

Furthermore, Recorded Future reserves the right, in its sole discretion, to reject or cancel up-front any subscription for the Service received via the AWS Marketplace, in which case it will refund applicable fees paid by Subscriber thereunder. Upon any termination or expiration of this Agreement, all rights granted to Customer hereunder shall terminate and Customer shall immediately cease all use of the Service and Documentation.

**3. FEES; PAYMENT TERMS.** Subscription fees and any other applicable fees (collectively, “Fees”) shall be as specified for Customer’s subscription for the Service in the AWS Marketplace. Unless otherwise specified in the AWS Marketplace at the time of Customer’s subscription, Fees for the Initial Term and each Renewal Term shall be paid by Customer up-front at the start of the respective Initial Term or Renewal Term, via Customer’s Amazon Web Services account (or other account associated with the AWS Marketplace, if applicable). To the extent that Amazon/AWS does not charge Customer, or otherwise facilitate payment of the Fees by Customer, as described above, Customer shall pay the Fees as directed by Recorded Future. Customer shall be responsible for all taxes, duties and similar charges on the fees, except for taxes on Recorded Future’s income. Recorded Future may charge (and if it does, Customer shall pay) interest on all late payments at the lesser of (a) 1.5% per month, or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Recorded Future for all costs and expenses, including attorneys’ fees, incurred in collecting any unpaid amounts owed by Customer hereunder. Except as otherwise specifically provided herein, all fees paid by Customer are non-refundable.

**4. RESTRICTIONS; PROPRIETARY RIGHTS.** Customer shall not (and shall not allow any third party to): (i) decompile, disassemble, reverse engineer or attempt to deconstruct, identify or discover any source code, underlying ideas or other technology, user interface techniques or algorithms of the Service; (ii) encumber, transfer, distribute, sell, disclose, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use for the benefit of any third party (including to or for any Customer affiliate or subsidiary), or otherwise use (except as expressly permitted herein) any part of the Service or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Service or Documentation; (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Service; (v) use the Service or Documentation in the development or marketing of any software, service or other offering that is similar to or competes with any Recorded Future offering; (vi) use any product data as a training set for machine learning or training of AI; (vii) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service; (viii) interfere with or disrupt the Service or related servers or networks; or (ix) use the product in any harmful or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, or distribution or use in violation of Recorded Future’s [Acceptable Use Policy](#), or any U.S. export controls, economic sanctions, or anticorruption laws or regulations. All acts and omissions of Customer’s employees and other personnel will be deemed to be those of Customer, and Customer shall be responsible therefor.

The Service is the proprietary intellectual property of Recorded Future that contains trade secrets and is protected by copyright law. Customer is prohibited from reselling or otherwise distributing or disclosing Recorded Future data, delivered directly or as a

derived product or service, to any third parties. Redistribution or copies of any part of the service is not allowed.

Recorded Future retains sole and exclusive ownership of all right, title, and interest in and to the Service and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Service will be owned by Recorded Future. Recorded Future shall own all rights, title and interest in any deliverables created by Recorded Future and provided to Customer, and all such deliverables shall be subject to all Customer restrictions and obligations set forth herein (as if such deliverables were part of the "Service" hereunder). Notwithstanding the foregoing, Customer retains all rights, title and interest in and to Customer's own information and data, including Customer's ideas, processes, standards, practices, and management policies and procedures, that is input by Customer into the Service or supplied to Recorded Future ("Customer Data"). Recorded Future may use Customer Data to provide the Service, develop and improve its offerings, and otherwise in its business.

5. **LOGO.** Customer agrees to allow the use of its name and logo in a general list of Recorded Future customers and consents to receiving communications regarding product updates, customer support, and marketing initiatives from Recorded Future.

6. **CONFIDENTIALITY.** Customer shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, subsidiaries, outsourcers and third party service providers with a need to know in connection with its performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder and are bound by appropriate confidentiality obligations), copy or use for purposes other than the performance of this Agreement, any information, in any form or format, disclosed by Recorded Future (or its affiliates), or otherwise accessed or received by Customer relating to Recorded Future (or its affiliates) or the Service, during the term of this Agreement that is marked as confidential (or similar) or would reasonably be considered confidential, which may include information relating to Recorded Future's (or any of its affiliate's) business affairs, trade secrets, technology, research, or development ("Confidential Information") and Customer agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Notwithstanding the above requirements, the Service and Documentation will be deemed to be Recorded Future's Confidential Information. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, Recorded Future shall have the right to seek injunctive or other equitable relief, without any requirement to post bond, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such breach. Customer shall be liable to Recorded Future for any use or disclosure in violation of this Section by Customer or its affiliates, subsidiaries, employees, advisors, accountants, attorneys, outsources, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by Recorded Future; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to Customer, under any legal

obligation of confidentiality; or (e) Customer receives written permission from Recorded Future for the right to disclose any Confidential Information.

Notwithstanding the above, this Section shall not prohibit Customer from disclosing Confidential Information to the extent required by applicable law, rule or regulation or the rules and regulations of the SEC or any national securities exchange; provided that Customer gives Recorded Future prior written notice, if practicable, and reasonably cooperates with related requests of Recorded Future. Further, notwithstanding anything to the contrary herein, if Customer provides Recorded Future (or its affiliates or resellers) any feedback or suggestions regarding the Service or its other offerings, including potential improvements or changes (collectively, "Feedback"), Recorded Future shall be free to use, disclose and otherwise exploit in any manner Feedback for any purpose, without any obligation of confidentiality with respect thereto. Upon expiration or termination of this Agreement, Customer shall promptly return or destroy Confidential Information; provided that, it may retain (i) a copy to track its related obligations hereunder, (ii) Confidential Information to the extent reasonably necessary for its surviving obligations hereunder or as required to be retained by applicable law, regulation and/or audit requirements, and (iii) backup or archival copies created and maintained in the ordinary course of business pursuant to its standard policies with respect automated archiving or back-up procedures, so long as in each of cases i-iii, for clarity, such retained information remains subject to the confidentiality obligations herein.

**7. LIMITED WARRANTY.** (A) Recorded Future represents and warrants that the Service will substantially conform to the Documentation during the Subscription Term. If Customer notifies Recorded Future in writing of a nonconformity of Service during the Subscription Term, Recorded Future will, at its option and expense, (i) correct any nonconformities in the Service that cause the Service to fail to substantially conform to the Documentation, or (ii) provide to Customer a pro rata refund of any prepaid (to Recorded Future) but unutilized subscription Fees applicable to the non-conforming Service (in which case, Recorded Future may also terminate this Agreement with respect to such Service by written notice to Customer). The limited warranty set forth in this Section shall be void if the Service nonconformity is caused by (a) the use or operation of the Service with an application or in an environment other than that recommended in writing by Recorded Future, (b) modifications to or customizations of the Service without the express written authorization of Recorded Future, (c) accident, disaster or Force Majeure Event, (d) misuse, fault or negligence of or by Customer, (e) use of the Service in a manner for which it was not designed, or (f) causes external to the Service such as, but not limited to, power failure or electrical power surges.

(B) THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 7 REPRESENT RECORDED FUTURE'S SOLE WARRANTY AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION, RECORDED FUTURE AND ITS AFFILIATES HEREUNDER MAKE NO AND DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES (I) OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; OR (II) AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

**8. LIMITATION OF LIABILITY.** THE CUMULATIVE AGGREGATE LIABILITY OF RECORDED FUTURE AND ITS AFFILIATES FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE BY AMAZON/AWS FOR CUSTOMER'S SUBSCRIPTION FOR THE SERVICE VIA THE AWS MARKETPLACE WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL RECORDED FUTURE OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF RECORDED FUTURE (OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, ALL INFORMATION PROVIDED BY THE SERVICE IS PROVIDED "AS-IS" AND RECORDED FUTURE (AND ITS AFFILIATES) SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO CUSTOMER'S USE THEREOF, INCLUDING ANY RELIANCE THEREON.

**9. INDEMNIFICATION.** (A) If a third party claims that the Service infringes any U.S. patent, copyright, or trade secret, Recorded Future will defend Customer against such claim at Recorded Future's expense and pay all damages finally awarded through judgment or settlement, provided that Customer promptly notifies Recorded Future in writing of the claim, allows Recorded Future sole control of the defense and/or settlement, and cooperates with Recorded Future in the defense or settlement of such action. If such a claim is made or appears possible, Recorded Future may, at its option, secure for Customer the right to continue to use the Service, modify or replace the Service so that it is non-infringing, or, if neither of the foregoing options is available in Recorded Future's reasonable opinion, terminate this Agreement and refund to Customer any unamortized pre-paid subscription Fees paid to Recorded Future for use of the Service. Recorded Future shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) compliance with Customer's instructions, designs, guidelines, plans or specifications; (ii) Customer's use of the Service other than as specified in the applicable Documentation; (iii) modification of the Service by any person other than as authorized in writing by Recorded Future; or (iv) the combination, operation or use of the Service with any other product, service, data or other technology not supplied by Recorded Future, where the Service would not by itself be infringing. THIS CLAUSE STATES RECORDED FUTURE'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

(B) Customer will indemnify and hold harmless Recorded Future, its affiliates, and their respective officers, directors, employees, agents, licensors and other providers (including Amazon/AWS), against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs and expenses, including attorneys' fees (collectively, "Liabilities") arising out of or relating to Customer's breach of this Agreement, or Customer's use of the Service (but excluding any Liabilities to the extent caused by Recorded Future's or its affiliates' gross negligence or willful misconduct). Recorded Future reserves the right to assume the sole control of the defense and settlement of any claim, action, proceeding or suit for which Customer is obliged to indemnify Recorded Future or its affiliates. Customer will cooperate with Recorded Future with respect to such defense and settlement.

## 10. GENERAL.

10.1 Entire Agreement; Modification of Agreement. This Agreement (together with applicable subscription term, fees, usage limitations or similar details concerning Customer's subscription for the Service as specified in the AWS Marketplace at the time of its subscription) is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. Customer agrees that the electronic text of this Agreement constitutes a writing and its assent to the terms and conditions hereof constitutes a "signing" for all purposes. Recorded Future may from time to time amend this Agreement prospectively. If it does so, it will notify Customer (which may be done via the AWS Marketplace) and will post the revised agreement on the Service or AWS Marketplace. Customer agrees that its continued access or use of the Service constitutes its agreement to the amended Agreement. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Recorded Future.

10.2 Waiver. Any waiver of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

10.3 Independent Contractor. Recorded Future and its affiliates are independent contractors and not employees of Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venturer, employer or employee of the other party.

10.4 Notices. All notices or other communications required to be given hereunder shall be in writing and may be delivered by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party. Notices to Recorded Future should be sent to it at 363 Highland Avenue, Rear Suite 2, Somerville, Massachusetts 02144 (which address Recorded Future may update by notice to Customer). Notices to Customer may be sent to any address or other contact point (including email) that Customer may provide to Recorded Future or its affiliates, or to Amazon/AWS, and such notices may also be sent to Customer via the AWS Marketplace.

10.5 Assignment. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, otherwise transferred or delegated by Customer without Recorded Future's prior written consent.

10.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection of data privacy, and proper use of financial and personally identifiable information.

10.7 Force Majeure. Neither Recorded Future nor any of its affiliates will be responsible for any failure to perform, or other act or omission, due to causes beyond its reasonable

control, including acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event").

#### 10.8 Governing Law and Disputes.

(A) *Choice of Law.* This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to any conflict of law principles that would apply another law. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby excluded.

(B) *Default Approach for Disputes.* Except to the extent a Customer dispute is covered by Section 10.8(C) below, Customer hereby consents to jurisdiction and venue in any federal or state court located within the Commonwealth of Massachusetts, USA, and Customer shall not bring any suit, claim or other cause of action except in a court located within the Commonwealth of Massachusetts, USA.

(C) *Approach for Disputes with Certain Customers.* (I) This Section 10.8(C) applies to Customer disputes to the extent that either (a) the Customer's principal place of business, or jurisdiction of incorporation/formation, is outside the United States in a country that is a signatory or 'Contracting State' to The New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards (see <http://www.newyorkconvention.org/countries>), or (b) Recorded Future opts, in its sole discretion, for the dispute to be covered by this Section 10.8(C). (II) Recorded Future (and its affiliates) and Customer hereby consent to resolve any applicable dispute arising out of or related to this Agreement by submission of such dispute to binding and final arbitration in accordance with the Rules of Arbitration (the "Rules") of the International Chamber of Commerce, by an arbitral tribunal composed of one or more arbitrators appointed in accordance with the Rules. Arbitration proceedings may be commenced by either party by providing written notice to the other party. All arbitration proceedings will be held in Boston, Massachusetts, USA (provided that proceedings may be conducted at another location or by telephone conference call with the consent of the parties and the arbitrator(s)). All arbitration proceedings will be conducted in the English language. The arbitrator(s) may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. The parties agree that the arbitrator(s) will be empowered to grant injunctive or other equitable relief, but will have no authority to award punitive damages. The above obligation to arbitrate shall extend to any claim by or against any affiliate, agent, officer, employee, director, manager, member or shareholder of a party. (III) Notwithstanding clause II above, (a) either party may initiate litigation in any court of competent jurisdiction seeking any preliminary or temporary remedy in equity, including the issuance of a preliminary or temporary injunction; and (b) judgment on the arbitration award granted in any arbitration hereunder may be entered in, and the parties shall have the right to seek enforcement thereof by, any court of competent jurisdiction (and any additional expenses incurred in enforcing the arbitration award will be charged against the party that resists its enforcement); and (c) the parties hereby consent to the non-exclusive jurisdiction of any federal or state court located in Massachusetts, USA, and waive any objections of improper venue or inconvenient forum, in connection with clauses (III)(a) or (III)(b) above.

**10.9 Non-Solicitation.** Customer shall not directly or indirectly solicit, employ or engage any employee of Recorded Future (or its affiliates) with whom it came into contact relating to the Service during the period of such contact and for one (1) year thereafter. If any court or other adjudicatory body determines that the foregoing provision is unenforceable because of its duration or scope, the court or adjudicatory body has the power to reduce the duration or scope of the provision, as the case may be, so that in its reduced form the provision is enforceable. Such power includes the authority to reform the provision by rewriting it, if required, so that it conforms to applicable law and carries out the parties' intentions under this Agreement. For purposes of the foregoing solicit shall not be deemed to mean: (a) circumstances where an employee of Recorded Future (or its affiliates) initiates contact with Customer with regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of Recorded Future (or its affiliates), including responses to general advertisements.

**10.10 Interpretation.** Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive.

**10.12 Survival.** Any obligations that have accrued prior to termination or expiration, and the following provisions of this Agreement, shall survive any termination or expiration hereof: Sections 2.2, 3, 4, 6, 7(B) and 8-10.

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