

# Open Raven Enterprise Subscription Terms

## 1. Definitions

The following terms, when used in these Enterprise Subscription Terms (hereafter, this “Agreement”) will have the following meanings:

**1.1** “Order Form” means an Open Raven quote, order form, online Platform order or registration page, or other similar document that sets forth the components of the Open Raven Platform to which Customer (defined below) is obtaining a subscription, applicable subscription term, pricing therefor and other relevant terms, and that references this Agreement.

**1.2** “Platform” means Open Raven’s enterprise data mapping and security cloud platform, together with all related software, technology and documentation.

**1.3** “Proprietary Information” means any information or data disclosed or made available by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. Proprietary Information of Open Raven includes, without limitation, all software, documentation and other non-public information relating to the Platform or the features, functionality and performance thereof.

**1.4** “Term” shall mean Customer’s initial subscription term for the Platform as set forth in the applicable Order Form (or as otherwise set forth on the Platform) along with any applicable subscription renewal terms, as described in Section 6 below.

## 2. Platform and Support

**2.1 General.** Open Raven, Inc. (“Open Raven”) provides its Platform to you (the “Customer”) pursuant to the terms of this Agreement. By entering into a Platform Order Form with Open Raven or one of its channel partners or otherwise registering for, accessing or using the Platform, Customer unconditionally accepts and agrees to all of the terms of this Agreement. By entering into this Agreement on behalf of a company or other legal entity, Customer represents that it has the authority to bind such entity and its affiliates to the terms of this Agreement, and, accordingly, the terms "Customer" shall refer to such entity and its affiliates. If Customer does not have such authority, or Customer does not agree to all of the terms of this Agreement, Customer may not use the Platform. Capitalized terms not defined herein shall be given the meaning set forth in the applicable Order Form.

**2.2 Platform Offering.** Subject to the terms of this Agreement, Open Raven will use commercially reasonable efforts to provide Customer access to and use of the Platform during the Term solely for Customer’s internal business operations, subject to any terms and restrictions set forth in each Order Form. For clarity, this Agreement is not intended to cover or apply to any open source offerings or components made available by Open Raven separately, and any such offerings or components are subject to the terms of the open source license(s) applicable thereto (as set forth on the relevant open source software download web page or in the applicable open source software files).

**2.3 Support and Professional Services.** Subject to the terms of this Agreement (and payment of all applicable fees), Open Raven will (i) provide customer reasonable technical support and maintenance for the Platform in accordance with Open Raven’s standard support terms, and (ii) use commercially reasonable effort to provide Customer with any applicable onboarding, integration, orientation and other professional services as may be set forth in the applicable Order Form (or on the Platform itself).

**2.4 Evaluation Offerings.** From time to time, Customer may be invited to try certain offerings, applications or components comprising or relating to the Platform at no charge for a trial or evaluation period or if such services are not generally available to customers (collectively, “Evaluation Offerings”). Evaluation Offerings will be designated as beta, pilot, evaluation, trial, limited release or the like. Evaluation Offerings are for Customer’s internal evaluation purposes only and not for production use, are not supported, are provided “as is” without warranty or indemnity of any kind, and may be subject to additional terms. Unless otherwise stated by Open Raven, any Evaluation Offering trial period will expire sixty (60) days from the start date thereof. Open Raven may discontinue Evaluation Offerings at any time in its sole discretion and may never make them generally available. Open Raven will have no liability for any harm, loss or damage arising out of or in connection with any Evaluation Offerings or the use thereof.

### 3. Restrictions and Responsibilities

**3.1 Restrictions.** Customer will only use the Platform as expressly permitted herein and in the applicable Order Form and agrees that it will not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform; modify, translate, or create derivative works based on the Platform (except to the extent expressly permitted by Open Raven in writing or authorized within the Platform); use the Platform for timesharing or service bureau purposes or otherwise for the benefit of any third party; use or access the Platform to develop a product or service that is competitive with the Platform or engage in competitive analysis or benchmarking; remove any proprietary notices or labels; or modify, adapt, hack, or attempt to probe, scan or test the vulnerability of, the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks.

**3.2 Compliance.** Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Open Raven's standard published policies and codes of conduct then in effect and all applicable laws and regulations (including, without limitation, those relevant to privacy, intellectual property and the like). Although Open Raven has no obligation to monitor Customer's use of the Platform, Open Raven may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing or any other term of this Agreement.

**3.3 Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, server, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

## 4. Proprietary Rights

**4.1 Confidentiality.** The Receiving Party agrees: (i) to take reasonable precautions to protect all Proprietary Information of the Disclosing Party, and (ii) not to use (except as permitted herein) or divulge to any third person (other than employees or contractors with a reasonable need to know who are bound by confidentiality obligations consistent with this Agreement) any such Proprietary Information of the Disclosing Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public through no fault of the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was

rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law (but only to the extent of any such required disclosure).

**4.2 Data Security.** Open Raven will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer data uploaded to the Platform by Customer or collected by Open Raven in the provision of the Platform ("Customer Data"); (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Open Raven's security safeguards include measures for preventing access, use, modification or disclosure of Customer Data by Open Raven personnel or contractors except (a) to provide and maintain the Platform and prevent or address service or technical problems, (b) as required by applicable law, or (c) as Customer expressly permits in writing or under this Agreement. Open Raven will not materially diminish the protections provided in this Section during the term of this Agreement. To the extent that Open Raven processes any Personal Information (as defined in the DPA referenced below) contained in Customer Data that is subject to the GDPR or CCPA (as defined in the DPA), on Customer's behalf in the provision of the Platform, the parties will execute Open Raven's Data Processing Addendum ("DPA").

**4.3 Proprietary Rights.** Open Raven shall own and retain all right, title and interest in and to (a) the Platform and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Platform, services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer provides any suggestions, comments for enhancements or functionality or other feedback to Open Raven with respect to the Platform or any of Open Raven's other products or services, Open Raven will have the full, free and unencumbered right to use and otherwise fully exploit the same in connection with the Platform and its other products and services.

**4.4 Platform Improvements; Aggregate Data**. Notwithstanding anything to the contrary, Open Raven shall have the right collect and analyze data and information relating to the use and performance of various aspects of the Platform and related technologies (including, without limitation, session duration, customer identification and the like), and Open Raven will be free (during and after the term hereof) to (i) use such information and data to provide, improve and enhance the Platform and other Open Raven offerings, and (ii) otherwise use and disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

## 5. Payment of Fees

**5.1 Fees**. Customer will pay Open Raven (or its channel partner, if applicable) the then applicable subscription and other fees for the Platform and any applicable services, as described in the relevant Order Form (or in the Platform itself, as applicable) in accordance with the terms therein (the “Fees”). All Fees are non-cancelable and non-refundable regardless of any early termination of this Agreement. If Customer’s use of the Platform exceeds any applicable limits set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Open Raven reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial subscription term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Open Raven has billed Customer incorrectly, Customer must contact Open Raven no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Open Raven’s customer support department

**5.2 Payment Terms.** Open Raven may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Open Raven thirty (30) days after the date of the invoice (unless otherwise expressly stated in the applicable Order Form). Unpaid or late Fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Open Raven's net income.

## 6. Term; Termination

**6.1 Term.** Subject to earlier termination as provided below, this Agreement is for the initial subscription term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the initial subscription term (collectively, the "Term"), unless either party requests termination at least forty-five (45) days prior to the end of the then-current term.

**6.2 Termination.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice (or five (5) days' in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and such breach is not cured during the notice period. Open Raven may also reasonably suspend Customer's and/or any users' access to or use of Platform at any time in its reasonable discretion if it possesses a good faith belief that Customer's use of the Platform may be in violation of this Agreement or otherwise places Open Raven (or its customers or other interests) at risk of harm, damage, loss or liability. Upon termination, Customer's right to use the Platform shall immediately terminate, all outstanding Fees due for the Platform for the entire Term (regardless of any early termination) shall immediately become due and payable, Customer shall immediately cease use of and return (or at Open Raven's option destroy) all Platform

software and related documentation in its possession or control, and each party shall return to the other all Proprietary Information. The terms of the following Sections shall survive expiration or termination of this Agreement: 3, 4, 5, 6.2, 8.2, 9, 10 and 11.

## 7. Indemnification

Open Raven shall hold Customer harmless from liability to third parties resulting from infringement by the Platform of any United States patent or copyright or misappropriation of any trade secret, provided Open Raven is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Open Raven will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to the Platform or portions or components thereof (i) not supplied by Open Raven, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Open Raven, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Platform is not strictly in accordance with this Agreement. Customer will indemnify Open Raven from all damages, settlements, attorneys' fees and expenses related to (i) any claim of infringement or misappropriation excluded from Open Raven's indemnity obligation by the preceding sentence, or (ii) any other claim arising from or in connection with Customer's use of the Platform (except to the extent covered by Open Raven's indemnity obligations above).

## 8. Warranty and Disclaimers

**8.1 Warranty.** Open Raven warrants that it shall use reasonable efforts consistent with prevailing industry standards to operate and maintain the Platform in a manner which minimizes errors and interruptions in the Platform. As Customer's sole remedy, Open Raven shall use diligent efforts to repair or replace any portion of the Platform that does not conform to the foregoing warranty.

**8.2 DISCLAIMER.** HOWEVER, OPEN RAVEN DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND OPEN RAVEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## 9. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR A BREACH OF SECTION 3, NEITHER PARTY NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES; (C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES RECEIVED BY OPEN RAVEN (PLUS, IN THE CASE OF CUSTOMER, ANY AMOUNT OWED) UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Government Matters

Customer may not remove or export from the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Platform and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

## 11. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of such party's assets or business. Open Raven may use subcontractors in its performance of this Agreement; provided that Open Raven shall remain responsible for any such subcontractor's performance hereunder. Except to the extent the parties have mutually executed and delivered a separate written agreement covering the same Open Raven Platform (a "Separate Signed Agreement"), this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. In the event of a conflict between the terms of this Agreement and the terms of any applicable Separate Signed Agreement, the terms of the Separate Signed Agreement shall supersede and control. However, any different or additional terms of any purchase order, confirmation, or similar pre-printed Customer form will have no force or effect. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Open Raven in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard

to its conflict of laws provisions. Any claim, action or proceeding arising from or relating to this Agreement may only be brought in the state or federal courts of California and each party hereby consents to the exclusive jurisdiction thereof.