

## RealCISO Master Subscription Agreement

This RealCISO Master Subscription Agreement (“MSA”) is effective as of the execution date of this MSA and is by and between RealCISO Inc., a Delaware corporation (“RealCISO”), and the organization agreeing to the terms of this MSA (“Customer”) (each a “Party” and together the “Parties”).

**Section 1. Services.** “Services” means the product(s) and service(s) that are ordered by Customer from RealCISO online or through an Order Form referencing this MSA, whether on a trial or paid basis, and to which RealCISO thereby provides access to Customer. Services include any products or services provided by third parties purchased through the RealCISO marketplace. Subject to the terms and conditions of this MSA, RealCISO will make the Services available during the Term as set forth in an Order Form. In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form control.

### **Section 2. Fees and Payment.**

**2.1. Fees.** Customer will pay the fees specified in the Order Form (the “Fees”).

**2.2. Payment; Taxes.** RealCISO will invoice Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date. Customer will pay all invoiced Fees net thirty (30) days from the date of the invoice. Any late payments are subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer, except for taxes on RealCISO based on RealCISO’s income or receipts.

### **Section 3. Term and Termination.**

**3.1. Term.** This MSA commences on the Effective Date and will remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Section (the Initial Term and all Renewal Terms collectively the “Term”). If the Order Form does not specify, the Initial Term will be one

year and will automatically renew for successive one-year periods unless Customer provides RealCISO with notice of termination at sixty (60) days prior to the end of the Term.

**3.2. Termination for Cause.** A Party may terminate this MSA for cause (a) upon notice to the other Party of a material breach if such breach remains uncured after fifteen (15) days from the date of the breaching Party's receipt of such notice; or (b) 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. Non-payment of Fees by Customer past ninety (90) days from an invoice date, and any Prohibited Uses (as defined below), will be considered de facto material breaches of the MSA.

**3.3. Cancellation.** A Party may terminate the MSA and an applicable Order Form either (i) in accordance with the renewal provisions of the Order Form or (ii) if such provisions are not specified, by providing notice to the other Party of termination forty five (45) days prior to the end of the then-current Term.

**3.4. Effect of Termination and Survival.** Upon termination or cancellation of an Order Form or this MSA (a) with respect to termination of the entire MSA, all Order Forms will concurrently terminate, (b) Customer will have no further right to use the Services under the terminated or cancelled Order Forms and RealCISO will remove Customer's access to same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 5 (Confidentiality), Section 6.2 (Data Practices-Ownership), Section 8 (Intellectual Property Rights), Section 9.3 (Disclaimers), Section 10 (Indemnification), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination of this MSA will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this MSA.

## **Section 4. License and Use of the Services.**

**4.1. License.** RealCISO hereby grants Customer a non-exclusive, non-transferable, sublicensable right to and license to access and use the Services set forth in the Order Form for Customer's internal business purposes or for the benefit of Customer's end customer, all subject to the terms and conditions of this MSA and the Order Form.

**4.2. Authorized Users.** Customer may designate and provide access to its (or its corporate affiliates') employees, independent contractors, or other agents to an account on the Services as authorized users (each an "Authorized User") up to the number of "seats" set forth in the Order Form (unlimited if not specified in the Order Form). Each account may be used only by a single, individual Authorized User, and Customer may be charged for additional seats (if applicable), or RealCISO may terminate the MSA for cause, if this requirement is circumvented. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify RealCISO of any unauthorized access or use of which Customer becomes aware.

**4.3. Prohibited Uses.** Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than for its intended purposes; (b) use the Services other than in compliance with applicable federal, state, and local laws; (c) interfere with the Services or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Service, attempt to discover the underlying source code or structure of, or otherwise copy or attempt to copy the Services; (e) knowingly transfer to the Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (f) transfer to the Services or otherwise use on the Services any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services.

**Section 5. Confidentiality.** As used herein, the "Confidential Information" of a Party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the "Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the terms and conditions of this MSA. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior

written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this MSA, such obligations including, in the case of RealCISO, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

## **Section 6. Data Practices.**

**6.1. Definitions.** "Service Data" means a subset of Confidential Information comprised of electronic data, text, messages, communications, or other materials submitted to and stored within the Services by Customer in connection with use of the Services. Service Data may include, without limitation, any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person (such information, "Personal Data"). Service Data does not include metrics and information regarding Customer's use of the Services, including information about how Authorized Users use the Services (such information, "Usage Data").

**6.2. Ownership.** Customer will continue to retain its ownership rights to all Service Data processed under the terms of this MSA and RealCISO will own all Usage Data.

**6.3. RealCISO's Use of Data.** RealCISO will use Service Data, Personal Data, and Usage Data as follows and, to the extent necessary, Customer provides RealCISO a



license to use, modify, reproduce, distribute, display and disclose same during the Term in accordance with this MSA:

**6.3.1. Operating the Services.** RealCISO may receive, collect, store and/or process Service Data based on RealCISO's legitimate interest in operating the Services. For example, RealCISO may collect Personal Data (such as name, phone number, or credit card information) through the account activation process. RealCISO may also use Service Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models to support certain features and functionality within the Services.

**6.3.2. Communications.** RealCISO may communicate with Customer or Authorized Users (i) to send product information and promotional offers or (i) about the Services generally. If Customer or an Authorized User does not want to receive such communications, Customer may email [support@RealCISO.io](mailto:support@RealCISO.io). Customer and necessary Authorized Users will always receive transactional messages that are required for RealCISO to provide the Services (such as billing notices and product usage notifications).

**6.3.3. Improving the Services.** RealCISO may collect, and may engage third-party analytics providers to collect, Usage Data to develop new features, improve existing features, or inform sales and marketing strategies based on RealCISO's legitimate interest in improving the Services. When RealCISO uses Usage Data, any Personal Data that was included in Service Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Service Data or Personal Data under applicable data protection laws. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although RealCISO may make Usage Data publicly available from time to time.

**6.3.4. Third-Party Service Providers.** Customer agrees that RealCISO may provide Service Data and Personal Data to authorized third-party service providers, only to the extent necessary to provide, secure, or improve the Services. Any such third-party service providers will only be given access to Service Data and Personal Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this MSA; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth below.

**6.4. Service Data Safeguards.** (i) RealCISO will not sell, rent, or lease Service Data to any third party, and will not share Service Data with third parties, except as permitted by this MSA and to provide, secure, and support the Services. (ii) RealCISO will maintain commercially reasonable (particularly for a company of RealCISO's size and revenue) appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Service Data.

## **Section 7. Privacy Practices.**

**7.1. Privacy Policy.** RealCISO operates the Services and, as applicable, handles Personal Data, pursuant to the privacy policy available at <https://www.realciso.io/privacy> (the "Privacy Policy").

**7.1. Customer as Controller.** To the extent Service Data constitutes Personal Data, the Parties agree that Customer determines the purpose and means of processing such Personal Data, and RealCISO processes such information on behalf of Customer.

**7.2. Hosting and Processing.** Unless otherwise specifically agreed to by RealCISO, Service Data may be hosted by RealCISO, or its respective authorized third-party service providers, in the United States or other locations around the world. In providing the Services, RealCISO will engage entities to process Service Data, including and without limitation, any Personal Data within Service Data pursuant to this MSA, within the United States and in other countries and territories.

**7.3. Sub-Processors.** Customer acknowledges and agrees that RealCISO may use third-party data processors engaged by RealCISO who receive Service Data from RealCISO for processing on behalf of Customer and in accordance with Customer's instructions (as communicated by RealCISO) and the terms of its written subcontract (the "Sub-Processors"). Such Sub-Processors may access Service Data to provide, secure, and improve the Services. RealCISO will be responsible for the acts and omissions of Sub-Processors to the same extent that RealCISO would be responsible if RealCISO was performing the services directly under the terms of this MSA. The names and locations of all current Sub-Processors used for the processing of Personal Data under this MSA, if any, are set forth in the Privacy Policy.



**Section 8. Intellectual Property Rights.** Each Party will retain all rights, title and interest in any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (“Intellectual Property Rights”), and RealCISO in particular will exclusively retain such rights in the Services and all components of or used to provide the Services. Customer hereby provides RealCISO a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback RealCISO receives from Customer, Customer’s agents or representatives, Authorized Users, or other third parties acting on Customer’s behalf; and RealCISO also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.

## **Section 9. Representations, Warranties, and Disclaimers.**

**9.1. Authority.** Each Party represents that it has validly entered into this MSA and has the legal power to do so.

**9.2. Warranties.** RealCISO warrants that during an applicable Term (a) this MSA will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable documentation provided within the Services. For any breach of a warranty in this section, Customer’s exclusive remedies are those described in Section 3 (Term and Termination) herein.

**9.3. Disclaimers.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND REALCISO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT REALCISO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM

VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM REALCISO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MSA. THE PARTIES ADDITIONALLY AGREE THAT REALCISO WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

## **Section 10. Indemnification.**

**10.1. Indemnification by RealCISO.** RealCISO will indemnify and hold Customer harmless from and against any claim brought by a third party against Customer by reason of Customer's use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret (an "IP Claim"). RealCISO will, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by RealCISO for such defense, provided that (a) Customer promptly notifies RealCISO of the threat or notice of such IP Claim; (b) RealCISO will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, RealCISO will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with RealCISO in connection therewith. If use of a Service by Customer has become, or, in RealCISO's opinion, is likely to become, the subject of any such IP Claim, RealCISO may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by RealCISO, terminate Customer's subscription to the Service(s) and repay, on a pro-rata basis, any Fees previously paid to RealCISO for the corresponding unused portion of the Term for such Service(s). RealCISO will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Service(s) by anyone other than RealCISO; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive, and entire liability of RealCISO to Customer and



constitute Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer, Customer's agents, or Authorized Users.

**10.2. Indemnification by Customer.** Customer will indemnify and hold RealCISO harmless against any claim (a) arising from or related to use of a Service by Customer, Customer's agents, or Authorized Users in breach of this MSA; or (b) alleging that Customer's use of the Service or Customer's Service Data infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) RealCISO promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by RealCISO without prior written consent); and (iii) RealCISO fully cooperates in connection therewith.

**SECTION 11. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS MSA, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF REALCISO), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS MSA OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, REALCISO'S AGGREGATE LIABILITY TO CUSTOMER, ANY CUSTOMER AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS MSA OR THE SERVICES WILL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS MSA

BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF REALCISO WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. REALCISO HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS MSA. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE. THE LIMITATIONS SET FORTH IN SECTION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM REALCISO'S IP CLAIMS INDEMNITY OBLIGATIONS IN THIS MSA. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to Customer. IN THESE JURISDICTIONS, REALCISO'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. Any claims or damages that Customer may have against RealCISO will only be enforceable against RealCISO and not any other entity or its officers, directors, representatives, or agents.

## **Section 12. Miscellaneous.**

**12.1. Entire Agreement.** This MSA and the applicable Order Form(s) constitute the entire agreement, and supersedes all prior agreements, between RealCISO and Customer regarding the subject matter hereof.

**12.2. Assignment.** Either Party may, without the consent of the other Party, assign this MSA to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this MSA. Subject to the foregoing restrictions, this MSA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**12.3. Severability.** If any provision in this MSA is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA will remain in effect.

**12.4. Relationship of the Parties.** The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**12.5. Notices.** All notices provided by RealCISO to Customer under this MSA may be delivered in writing (a) by nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer’s account owner. Customer must give notice to RealCISO in writing. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

**12.6. Governing Law, Jurisdiction, Venue.** This MSA will be governed by the laws of the State of Massachusetts, without reference to conflict of laws principles. Any disputes under this MSA shall be resolved in a court of general jurisdiction in Worcester County, Massachusetts. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.

**12.7. Publicity and Marketing.** RealCISO may use Customer’s name, logo, and trademarks solely to identify Customer as a client of RealCISO on RealCISO’s website and other marketing materials and in accordance with Customer’s trademark usage guidelines, if Customer provides same to RealCISO, RealCISO may share aggregated and/or anonymized information regarding use of the Services with third parties for marketing purposes to develop and promote Services. RealCISO never will disclose aggregated and/or anonymized information to a third party in a manner that would identify Customer as the source of the information or Authorized Users or others personally.

**12.8. Amendments.** RealCISO may amend this MSA from time to time, in which case the new MSA will supersede prior versions. RealCISO will notify Customer not less than ten (10) days prior to the effective date of any such amendment and RealCISO’s continued use of the Services following the effective date of any such amendment may be relied upon by RealCISO as consent to any such amendment. RealCISO’s failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA.



**12.9 Applicability.** This MSA applies to you if: (a) you are a new Customer or have become a new Customer on or after August 3, 2021; (b) you enter into a Trial of RealCISO that is subject to this MSA; or (c) you click a button indicating your agreement with the terms of this MSA or enter into an Order Form or similar form referencing or otherwise incorporating this MSA.