



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) APPLIES TO ANY USE OF THE SERVICE (AS DEFINED BELOW) OFFERED BY ANOMALI INCORPORATED ("ANOMALI") HEREUNDER. BY PURCHASING, ACCESSING, OR USING THE SERVICE, YOU AND THE ENTITY YOU REPRESENT (TOGETHER, “CUSTOMER”) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Effective Date**" means the date that you clicked the “accept” button or used the Service in any manner.

"**Intellectual Property Rights**" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademark rights (including rights in, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, (i) all rights worldwide in patent applications, any patents issuing therefrom, and all provisional rights with respect to patent applications, (ii) all rights worldwide in any improvements, substitutions, divisionals, patents of addition, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), and certificates of invention of any patents or patent applications, and (iii) all rights worldwide to exploit any of the foregoing), know-how, trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country, region, or jurisdiction

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Document**" means the ordering document for Customer's purchase from Anomali (such as an executed quote or purchase order). Order Documents shall be deemed incorporated herein if mutually executed.

"**Service**" means the software-as-a-service solution provided by Anomali via <http://www.anomali.com> and/or other designated websites, including documentation, data, software, virtual machines, and data feeds provided by Anomali and/or its licensors, and associated components as described in the User Guide.

"**Threat Data**" means the Malicious Code, URL’s, malware, commands, techniques, objectives, or other information of unauthorized third parties either provided by Anomali or agents to Customer or collected or discovered during the course of providing the Service to Customer.

"**User Guide**" means the online user guide for the Service, accessible to logged in users at <https://ui.threatstream.com/optic-doc/ThreatStream%20Optic%20Online%20Help.htm#cshid=Downloads>, and is updated from time to time.

"**Users**" or "**User**" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by Anomali at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. The Service.

2.1 Provision of Service. Anomali shall make the Service available to Customer and its Users pursuant to this Agreement and all mutually executed Order Documents or schedules during the Subscription Term. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features.

2.2 Additional Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Unless otherwise specified in a relevant mutually executed Order Document or schedule, (i) the term of the additional User subscriptions shall be coterminous with the expiration of the Subscription Term in effect at the time the additional Users are added; and (ii) pricing (which shall be reflected in the mutually executed Order Document or schedule) for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Users are added.

2.3 Customer Affiliates. Customer Affiliates may purchase subscriptions hereunder by executing an Order Document with Anomali.

2.4 Anomali Chat. If User utilizes Anomali's 'Threat Stream Chat' function ("Chat"), User acknowledges that content User conveys via Chat may be seen and downloaded by Anomali and any other Chat participants. For clarity, other Chat participants may include other Anomali customers if the Chat channel is designated as 'public'. User grants other Chat participants a non-exclusive license to internally use, reproduce and display User's Chat contents for their own internal purposes. Anomali will use industry standard information security practices to protect the Chat from unauthorized access. Anomali will have a perpetual, irrevocable right to use Chat metadata for its own internal business purposes.

3. Use of the Service.

3.1 Anomali Responsibilities. Anomali shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data (subject to Section 2.4); (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide basic support to Customer's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which Anomali shall give at least eight (8) hours' notice via the Service and which Anomali shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond Anomali's reasonable control, including without limitation, acts of nature, acts of government, flood,

fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Anomali employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Anomali's possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities of Users and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Anomali promptly upon discovery of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. Customer shall use the Service solely for its internal purposes of helping identify and assess cyber threats. Customer shall not (and shall not allow any third party to): (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer or decompile the Service (but such restriction will not apply to the extent prohibited by applicable law; but in such event Customer must provide Anomali with written notice thirty (30) days in advance and Anomali may terminate this Agreement; (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service; (v) remove, alter, cover or obfuscate any end-user agreement, privacy notice, copyright notices or other proprietary legends placed or embedded by Anomali on or in the Service, Anomali content, deliverables or literature related to any of the foregoing; (vi) affix or place any labels or markings on the Service or literature related to the foregoing, that might be interpreted as a claim of ownership by Customer or any third party in the foregoing; (vii) perform a competitive analysis on the Service or publish results of any evaluation of the Service; (viii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (ix) send or store Malicious Code; (x) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within Anomali's website, offer products and services related to the Service, including data feeds, applications (both offline and online) that work in conjunction with the Service, and implementation and other consulting services related to use of the Service. Anomali does not warrant and is not liable for any such third-party providers or any of their data, products or

services, whether or not designated by Anomali as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any data, product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Anomali to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of such third-party products or services is required to use the Service.

3.5 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. During the term of this Agreement and for a thirty (30) day wind-down period thereafter, neither party may include the name and logo of the other party in lists of customers or vendors.

4. Fees & Payment.

4.1 User Fees. Customer shall pay all fees, for example, Total Subscription Price, as specified in mutually executed Order Documents and schedules hereunder ("Fees"). All Fees are quoted and payable in United States dollars. Except as otherwise specified herein or in a mutually executed Order Document or schedule, payment obligations are non-cancelable, Fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated in a mutually executed Order Document or schedule.

4.2 Invoicing & Payment. When required by Customer's payment systems, Customer shall provide a purchase order confirming the Fees set forth in a mutually executed Order Document or schedule within ten (10) business days of its Effective Date. Fees for the Service will be invoiced in advance and otherwise in accordance with the mutually executed Order Document or schedule. All invoices shall be paid net thirty (30) days from Customer's receipt of the invoice. If Customer, in good faith, disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice (if any) and provide notice of the nature of the dispute on or before the due date. If disputed fees or portions thereof are determined to be owed, Customer shall pay the amounts owed promptly upon resolution of the dispute but in no case more than thirty (30) days after resolution of the dispute. Invoices shall be sent to Customer's above listed address. Customer is responsible for maintaining complete and accurate billing and contact information in the Service.

4.3 Overdue Payments. Any payment not received from Customer by the due date shall accrue, at Anomali's discretion,

late charges at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Anomali also is entitled to collection costs and reasonable attorneys' fees.

4.4 Suspension of Service. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Anomali reserves the right to suspend the Service provided to Customer, without liability to Anomali, until such amounts are paid in full.

4.5 Taxes. The Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Anomali's net U.S. income or property. If Anomali has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Anomali with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6 Audit Rights. Upon five (5) days' notice and during Customer's normal business hours, Anomali shall have the right to audit (itself or indirectly through an independent third party with confidentiality obligations to Customer) Customer's books, records, and systems as necessary to verify Customer's compliance with this Agreement, including but not limited to, the accuracy of the Fees paid pursuant to this Agreement. Customer shall promptly pay the difference (plus interest) if such audit reveals an underpayment. If such audit reveals an underpayment of more than \$1000, Customer shall also promptly reimburse Anomali for the costs and expenses of such audit.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Anomali reserves all rights, title and interest in and to the Service, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Customer Data. As between Anomali and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. Except as necessary to provide and enhance the operation and performance of the Service and to enable advanced features or to use and disclose aggregate trend data without disclosing specific Customer Data, Anomali shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's written request.

5.3 Feedback. It is expressly understood, acknowledged and

agreed that Customer may, regardless of whether or not formally requested, provide to Anomali suggestions, comments and feedback regarding the Service, including but not limited to usability, bug reports and test results, with respect to the foregoing (collectively, "**Feedback**"). Customer grants Anomali, under all of its Intellectual Property Rights and proprietary rights, a worldwide, non-exclusive, transferrable, sublicensable, perpetual, irrevocable, royalty free, fully paid-up right and license, without any attribution of any kind, to use, display, reproduce, distribute and otherwise fully exploit such Feedback for any purposes. All Feedback is provided "AS IS" and Customer makes no warranties of any kind with respect thereto.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Customer Data, Threat Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. The terms of this Agreement and all pricing information are Anomali's Confidential Information. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party or any third party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party or third party. For clarity, Threat Data is Anomali's Confidential Information regardless of the fact its constituent part may be publicly available. In addition, any performance metrics associated with the products and services are Anomali's Confidential Information (even if first disclosed by Customer). This Section is subject to Section 2.4.

6.2 Confidentiality. The Receiving Party shall hold Disclosing Party's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and consultants including without limitation, counsel, accountants and advisors (collectively, "**Representatives**") and its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use the Disclosing Party's Confidential Information for any purpose other than to carry out the terms of this Agreement and further the parties' business relationship. The Receiving

Party shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Disclosing Party's Confidential Information. The Receiving Party shall promptly notify the Disclosing Party of any breach of this Agreement that it becomes aware, and in any event, shall be responsible for any breach of this Agreement by any of its Affiliates, Representatives or Affiliates' Representatives.

Upon the Disclosing Party's written request, the Receiving Party shall either return or destroy the Confidential Information and any copies or extracts thereof. However, The Receiving Party, its Affiliates and their Representatives may retain any Confidential Information that they are required to keep as required by applicable law or a court or regulatory agency; provided, however, that any such retained information shall remain subject to this Agreement. If the Receiving Party elects to destroy the Disclosing Party's Confidential Information (subject to any retention rights provided in this Agreement), The Disclosing Party may request that the Receiving Party provide it with written confirmation of destruction in compliance with this provision.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. Each party recognizes and agrees that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the disclosing party for which it would have no adequate remedy at law, and the party which provide the Confidential Information to seek injunctive relief, in addition to any other rights available to it at law or in equity.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Anomali represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) the functionality of the Service will not be materially decreased during the Subscription Term; (iv) the Service will be reasonably tested so as to not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained

in User-uploaded attachments or otherwise originating from Users); and (v) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND ANOMALI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ANOMALI MAKES NO WARRANTIES WITH RESPECT TO ANY THREAT DATA AND DOES NOT GUARANTEE OR WARRANT THAT USE OF THE SERVICE WILL IDENTIFY, FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE OR MALICIOUS CODE. CUSTOMER ACKNOWLEDGES THAT SUCH THIRD PARTIES MAY BE BAD ACTORS AND SUCH DATA MAY BE DANGEROUS TO PERSONS OR PROPERTY, OR OTHERWISE VIOLATE OR INFRINGE LAWS, REGULATIONS OR THIRD PARTY RIGHTS.

THE SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE SERVICE IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF THE SERVICE IS PROVIDED ON AN EVALUATION (OR OTHERWISE FREE) BASIS, IT IS PROVIDED "AS IS" AND NO WARRANTIES, OR ANY KIND, ARE MADE (I.E. SECTION 7.1 WILL NOT APPLY).

8. Indemnification.

8.1 Indemnification by Anomali. Subject to this Agreement, Anomali shall defend, indemnify and hold Customer harmless against any third-party claims, demands, suits, or proceedings ("**Claims**") (including reasonable attorneys' fees) made or brought against Customer alleging that the use of the Service as contemplated hereunder infringes the US Intellectual Property Rights of such third-party; provided, that Customer (a) promptly gives written

notice of the Claim to Anomali; (b) gives Anomali sole control of the defense and settlement of the Claim (provided that Anomali may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Anomali all reasonable assistance. Anomali shall not be liable to the extent of: (i) modifications or alterations not provided by Anomali or authorized by Anomali in writing; (ii) use outside the scope of any licenses granted hereunder; (iii) use of the Service in any manner which violates the terms of this Agreement; (iv) third-party open source software; or (v) combinations with services or products not provided by Anomali to the extent such Claim would not have occurred except for such modification, use, software, or combination.

Upon notice of alleged infringement, or if, in Anomali's opinion, such a Claim may arise, Anomali shall have the right, at its option, to obtain the right to continue the Service with similar operating capabilities and/or performance, or modify the Service so that it no longer infringes or is subject to a Claim. In the event that none of the above options are reasonably available (as determined in Anomali's sole discretion), Anomali may terminate this Agreement and all accompanying Order Documents, schedules, and licenses and, in such event, Anomali shall refund Customer any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination. This Section 8.1 states Anomali's entire liability under this Agreement for all Claims of intellectual property infringement.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Anomali harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Anomali alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, violates applicable laws or regulations or infringes the Intellectual Property Rights of, or has otherwise harmed, a third party; provided, that Anomali (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Anomali of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance. This Section 8.2 states Customer's entire liability under this Agreement for all Claims that the Customer Data violates applicable laws or regulations or infringes the intellectual property of, or has otherwise harmed, a third party.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT AS SET FORTH BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, TORT, ECONOMIC, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO LOST PROFITS, BUSINESS, GOODWILL, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE.

EXCEPT AS SET FORTH BELOW, EACH PARTY'S ENTIRE LIABILITY, IN THE AGGREGATE, TO THE OTHER PARTY HEREUNDER FOR ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO ANOMALI DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (PROVIDED THAT, IF THE SERVICE IS PROVIDED ON AN EVALUATION (OR OTHERWISE FREE) BASIS, ANOMALI'S LIABILITY IS LIMITED TO US\$100.00). WITHOUT LIMITING THE FOREGOING, THE CAPS ON LIABILITY ABOVE WILL APPLY TO ALL INDEMNITY OBLIGATIONS HEREIN. ANOMALI WILL HAVE NO LIABILITY FOR ANY ACCESS TO, OR USE OF, THREAT DATA OR CHAT CONTENT.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITIES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO CUSTOMER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS WITH RESPECT TO THE SERVICE, OR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN.

10. Term and Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated ("Term").

10.2 Term of User Subscriptions. User subscriptions commence on the Effective Date and continue for the subscription term specified in an Order Document or schedule ("Subscription Term"). If no Subscription Term is specified in any Order Document, the Subscription Term for such Order Document will be one (1) year. User subscriptions shall automatically renew for additional, successive periods of equal length to the initial Subscription Term, unless either party gives the other notice at least thirty (30) days prior to the end of the then-current Subscription Term. Notwithstanding anything to the contrary, without a mutually executed Order Document or schedule, the Subscription Term shall be (1) thirty (30) days unless extended in writing by Anomali and (2) limited, temporary, terminable at any time by Anomali in Anomali's sole discretion (without any liability), non-renewable, and for Customer's internal demonstration and testing purposes only.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach by the other party if such breach remains uncured at the expiration of such period (ten (10) days in the case of non-payment) (provided that the termination notice provided sufficient detail regarding the breach and states the intent to terminate); or (ii) 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. Termination notice for a failure to

pay fees owed to Anomali may be via email. Upon any termination by Customer for Anomali's uncured breach as authorized in Section 10.3(i), Anomali shall refund Customer any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination. In the event of any other termination, and except as set forth in Section 8.1, all fees for the full Subscription Terms of all Order Documents are non-refundable and non-cancellable.

10.4 Return or Destruction. Upon termination or expiration, each party shall either return or destroy the Confidential Information and any copies or extracts thereof. However, either party or its Affiliates and their Representatives may retain any Confidential Information that they are required to keep as required by applicable law or a court or regulatory agency; provided, however, that any such retained information shall remain subject to this Agreement. If a party elects to destroy the other party's Confidential Information (subject to any retention rights provided in this Agreement), the other party may request that the party provide it with written confirmation of destruction in compliance with this provision.

10.5 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 2.4 and 4 through 11 (inclusive), as well as all license and use restrictions.

11. General Provisions.

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

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3 Notices. Any notice or communication required or permitted under this Agreement shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail. Notices to Anomali must be sent to Anomali Incorporated, Attn: Legal, 808 Winslow Street, Redwood City 94063. Notices to Customer must be sent to the address and contact person provided at the time of purchase (such as on a purchase order). Either party may update the foregoing contact information by written notice delivered according to the process above. Email notice is allowed to the extent authorized herein.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party

at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent, to a successor to all or substantially all of its business or assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

11.8 Disputes. All disputes will be subject to final and binding arbitration in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service, Inc. The dispute will be heard by one (1) arbitrator selected in accordance with such rules (but three (3) will be selected if the parties cannot elect such one (1) arbitrator). Notwithstanding the foregoing, to the extent the JAMS Streamlined Arbitration Rules & Procedures are available, they will be used. The arbitration will take place in San Mateo County, California. The decisions of the arbitrator(s) is enforceable in any court. Notwithstanding the foregoing, claims for injunctive or other equitable relief may be brought by either party, immediately at any time, in any court. In the event a claim cannot legally be decided by arbitration, the state and federal courts located in San Mateo County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

11.9 Entire Agreement. This Agreement, including all mutually executed Order Documents and schedules, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of

this Agreement and any mutually executed Order Document or schedule, the terms of such mutually executed Order Document or schedule shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12. Export. The parties shall comply with all applicable United States and foreign laws and regulations, including without limitation: (i) all applicable laws and regulations relating to the Service, (ii) all United States export laws and regulations governing the export or re-export of the Service and any services provided in connection with the Service, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control, and (iii) all applicable laws and regulations of countries other than the United States that govern the importation, use, or re-export of the Service. Customer further agrees to comply with any reasonable conditions that Anomali notifies Customer are contained in any applicable export licenses pertaining to the Service. Customer shall comply with any reporting requirements that may apply to the import, export or re-export of the Service and shall provide to Anomali and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Customer further agrees to pay any taxes or tariffs that may apply to the import, export, or re-export of the Service.

13. FCPA. In conformity with the United States Foreign Corrupt Practices Act (FCPA) and with Anomali's policies regarding foreign business practices, Customer and its employees and agents shall not directly or indirectly make and/or offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist Anomali and/or Customer in obtaining, retaining or directing any business.

14. Force Majeure. Anomali, Anomali's agents, and Anomali's affiliates shall not be liable for any delay or failure to perform for any cause beyond their reasonable control, to the extent that performance is rendered impossible by strike, fire, flood, wars, sabotage, civil unrest, governmental acts, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of Anomali, Anomali's agents, or Anomali's affiliates.