Team Cymru – Data Services Agreement – Executable Version

Effective Date: These terms ("Terms") take effect on the earliest of the date you (a) click "I Agree," (b) sign an Order Form referencing these Terms, or (c) first access the Data Services. By doing so, you accept these Terms on behalf of the customer entity you represent.

1. Offerings. Team Cymru provides data-as-a-service offerings delivering network telemetry and threat-intelligence data (the "Data") through its data services (collectively, "Data Services") to help clients monitor and secure their networks. All Data remains Team Cymru's exclusive property, and Client's rights are limited to the license expressly granted. Pre-printed, click-through, or purchase-order terms are rejected. In a direct conflict, the Order Form controls descriptions, quantities, subscription terms, and pricing; these Terms control everything else.

2. Orders & Fees

All purchases and renewals must be on a signed ordering document ("Order Form") identifying the service, license type, term, and price. Purchase orders are for administrative convenience only and do not modify these Terms. Subscription fees are invoiced annually in advance, with the initial invoice issued on the Order Form effective date. Invoices are due net 30 days; late balances may accrue 1.5 % per month. Orders are non-cancellable and fees are non-refundable except as stated in the Order Form. Fees exclude taxes other than Team Cymru's income taxes. If Client requires a purchase order, Client will provide it before the applicable invoice date. Client's internal purchase order or administrative processes will not modify the agreed invoice date or payment terms.

3. License Types and Grant

Subject to payment (if applicable) and compliance with these Terms, Client receives only the non-exclusive, limited rights described below for the license type selected and identified in the Order Form.

(a) **Researcher License (Research & Limited Commercial Use)**

(i) Client receives access to Team Cymru datasets for analysis and the ability to create curated reports ("Authorized Products").

(ii) Clients may share Authorized Products and make limited commercial use with third parties, and distribute derivative works (e.g., analyses, aggregated results, visualizations), provided no raw or re-identifiable data is disclosed and Team Cymru is attributed in any public release.

(b) **Enterprise License (Internal Use)**

Covers use of the Data Services and data solely for Client's internal operations and network security within Client-owned or managed environments. This is the most restrictive license: no third-party use, distribution, resale, or public disclosure of Data. No ownership or intellectual-property rights transfer to Client on any license. Clients shall not disclose or use Team Cymru Data as evidence or in support of legal process without Team Cymru Legal's prior written approval.

(c) Data Feed License (Subscription Data Feeds)

Provides Client with a subscription to one or more continuous or scheduled data feeds for ingestion into Client's internal systems and security tools, solely for Client's internal operations and network security as identified in the Order Form. Client may not resell, redistribute, or provide third-party access to the raw feed Data, and may not use the feeds to build a competing data product. No ownership or intellectual-property rights transfer to Client, and feed access ends on expiration or termination of the applicable Order Form.

4. Confidentiality

Each party will protect the other's confidential information with reasonable care. Exclusions include information that is public (without breach), already known, rightfully received from a third party, or independently developed. These duties survive 3 years after termination.

5. Intellectual Property & Feedback

All rights in the Data Services, Team Cymru Data, and related IP belong to Team Cymru and its licensors. Client owns its internal systems and derivative analytics. Feedback or suggestions may be used freely by Team Cymru without obligation.

6. Warranties and Disclaimers

Team Cymru represents it has authority to provide the Data Services. The Data Services may contain or rely on third-party sources that can include inaccuracies or delays. The Data Services are provided "as is" and "as available," with no implied warranties, including merchantability, fitness for a particular purpose, or non-infringement.

7. Indemnification

Team Cymru (IP Claims). Team Cymru will defend and indemnify Client against third-party claims that the unmodified Data Services infringe U.S. intellectual-property rights, provided Client gives prompt notice and reasonable cooperation. Team Cymru's liability is limited to modifying/replacing the service or refunding prepaid unused fees for the affected term.

Client Use. Client will indemnify Team Cymru for claims arising from misuse, unauthorized disclosure, or violation of these Terms.

8. Limitation of Liability

Except for confidentiality breaches or indemnification obligations, each party's total liability is limited to the fees paid by Client in the 12 months preceding the claim. Neither party is liable for consequential, indirect, or punitive damages.

9. Term and Termination

These Terms remain effective while any Order Form is active. Either party may terminate for material breach not cured within 30 days' written notice. Team Cymru may suspend service for non-payment, security risk, or legal requirement (email notice suffices). Upon termination, all licenses end and Client must stop using and destroy Team Cymru Data, except for non-identifiable derivative summaries retained for compliance or audit history.

10. Dispute Resolution

Managers will attempt good-faith resolution within 15 days of notice; then escalate to each party's executives for another 15 days. If unresolved, either party may bring suit in the state or federal courts of Seminole or Orange County, Florida. The prevailing party may recover reasonable legal fees and costs.

11. Miscellaneous

Assignment requires written consent (except to an Affiliate or successor in interest). Florida law governs. Both parties will comply with U.S. export, sanctions, and anti-bribery laws. No liability for delay caused by events beyond reasonable control. These Terms and any Order Form constitute the entire agreement.

By clicking "I Agree," or signing below you represent that you are authorized to bind the customer entity to these Terms.

Customer: _____

Name: _____

Date: _____