RAD Security Master Service Agreement

1. SAAS SOFTWARE, SERVICES, AND SUPPORT

1.1 "**RAD Security Software"** (or "**Software**") means any of RAD Security's cloud-based software, deployments, or other products ordered by Customer as set forth in the relevant Order, including the available accompanying API's, the RAD Security Data, any Documentation, and any Updates that may be made available to Customer from time to time by RAD Security. RAD Security Software also may include, if set forth in an Order, AI Agents. AI Agents in the Software (which may be comprised of monitoring, detection, analysis, response, and learning agents) are autonomous components designed to augment human security teams through the leverage of AI and automation to perform security monitoring, detection, and response functions without constant human intervention.

1.2 **"RAD Security Data"** shall mean the data generated by the RAD Security Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, RAD Security Data does not include Customer Data.

1.3 **"Customer Data"** shall mean any security, infrastructure, or other sensitive data scanned or otherwise ingested from Customer environments in which RAD Security is installed.

1.4 **"Documentation"** means RAD Security's end-user technical documentation included in the applicable Offering.

1.5 **"Offerings"** means, collectively, any Products, Product-Related Services, or Professional Services.

1.6 **"Order"** means any purchase order or other ordering document (including any SOW) accepted by RAD Security or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on RAD Security's applicable license metrics (e.g., number of Nodes), price and Subscription/Order Term.

1.7 **"Product-Related Services"** means, collectively, the technical support services for Products provided by RAD Security, training, initial deployment, and any other RAD Security services provided or sold with Products. Product-Related Services do not include Professional Services.

1.8 **"Professional Services"** means any professional services performed by RAD Security for Customer pursuant to an SOW or other Order. Professional Services may include without limitation gap assessments, developer security training, custom policy creation, or custom deployment integrations.

1.9 **"Services"** means, collectively, any Product-Related Services and any Professional Services.

1.10 **"Updates"** means any correction, update, upgrade, patch, or other modification or addition made by RAD Security to any Product and provided to Customer by RAD Security from time to time on an as available basis.

1.11 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A

2. LICENSE, RESTRICTIONS AND RESPONSIBILITIES

2.1 Right to Use the Subscription Services. Subject to Customer's compliance with the terms and conditions of this Agreement, RAD Security grants to Customer a limited, non-exclusive, non-transferable (except pursuant to this Agreement) right to Use the RAD Security Software and any Services in accordance with, and subject to, this Agreement during the applicable Term for Customer's internal business purposes. As between Customer and RAD Security, RAD Security owns and retains all right, title and interest in and to the Offerings and the Documentation, including all intellectual property rights, and Customer further assigns to RAD Security any feedback provided by or on behalf of Customer. Subject to the limited rights expressly granted hereunder, RAD Security reserves and, as between the parties will solely own, the RAD Security IP and all rights, title and interest in and to the RAD Security IP. No rights are granted to Customer (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.

Customer will not, 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 Offerings; modify, translate, or create derivative works based on the Offerings (except to the extent expressly permitted by Company or authorized within the RAD Security Software); use the Offerings for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Offerings 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 Software 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.

2.3 Customer represents, covenants, and warrants that it will use the Software only in compliance with Company's standard published contract then in effect (the "Agreement"), or any mutually agreed upon contract, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless RAD Software against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Offerings. Although Company has no obligation to monitor Customer's use of the RAD Security Software, Company may do so and may prohibit any use of the RAD Security Software it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary software needed to connect to, access or otherwise use the Software, including, without limitation, modems, hardware, servers, 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.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Offerings. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Software ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Software or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it 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.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Software. Company shall own and retain all right, title and interest in and to (a) the Offerings, including but not limited to all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term) to (i) use such information and data to improve and enhance the Software and for other development, diagnostic and corrective purposes in connection with the Software and other Company offerings, and (ii) disclose such data in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the fees set forth in the Order Form for the Offerings (the "Fees"). If Customer's use of the Software exceeds the license count or other restrictions 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. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company 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.

4.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts 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 and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Software other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Software up to and including the last day on which the Software are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Software in a manner which minimizes errors and interruptions in the Software and shall perform any support in a professional and workmanlike manner. Software may be

temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Software will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Software. Except as expressly set forth in this section, the Software and any Services are provided "as is" and company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

7. INDEMNITY

Subject to this Agreement, Company will defend Customer against any claim, suit or proceeding brought by a third-party ("Claims") alleging that Customer's Use of the Software infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer against any damages and costs proximately caused by and awarded against Customer or agreed in settlement by Company (including reasonable attorneys' fees) resulting from such Claim, provided Company is promptly notified of any and all related threats, claims and proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Offerings (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (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 or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Software are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Software, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or related terms and conditions under any contract, negligence, strict liability or other 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, punitive incidental, special or consequential damages; (c) for any matter beyond company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by customer to company for the Software under this agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not company has been advised of the possibility of such damages.

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, transferable or sublicensable by Customer except with Company's prior written consent. In the event of merger or acquisition, Company may transfer and assign any of its rights and obligations under this Agreement without consent. 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 that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. 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 Company in any respect whatsoever. 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 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 and provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. This Agreement, including any Order Forms, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both oral and written, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

9. ADDITIONAL

Customer agrees to engage with RAD Security on a co-marketing activity (e.g. customer testimonial video, case study write up, conference speaking slot, referenceable customer, etc). The parties agree that all co-marketing activities will be at no cost to Customer and are subject to a successful deployment of the RAD Security solution as well as subject to approval from the Customer and RAD Security.

RAD Security, Inc	CUSTOMER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Support Terms

Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by emailing support@ksoc.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within two (2) business days.