Master Subscription Agreement

This Master Subscription Agreement ("MSA") sets out the terms governing the procurement and use of Aikido's Services. It applies to, and is incorporated by reference into, each Order Form and other ordering document for paying versions of Aikido that reference this MSA. This MSA also applies where Customer uses the Services on a self-service basis without an Order Form, including any Freemium or free-trial subscription. In that case, Customer accepts this MSA by registering for or using the Services. This MSA may govern multiple Order Forms or Freemium subscription agreements between Aikido Security BV and the Customer (including between their Affiliates).

1. SERVICES

1.1. General. Aikido offers both Aikido Security and Noon, which Customer may procure together or separately. Details about current features and functionality of the Services are described in the Documentation. The Services are regularly updated using a continuous delivery model during the Subscription Term.

1.2. Aikido Security. Aikido Security comprises a cloud-based back end that analyzes and prioritizes potential vulnerabilities in the Customer's code and cloud, together with front-end clients that enable the Customer to find and remediate vulnerabilities. In addition, where procured, Aikido offers an agentic penetration testing service which uses AI-driven agents to autonomously identify exploitable vulnerabilities. Where procured, Aikido also offers leaked credential monitoring, which seeks out data on the Dark Web relating to the Customer's systems and users. If the Customer procures agentic penetration testing services, the AI Penetration Testing Addendum to this MSA shall apply to such services and shall prevail over this MSA to the extent of any conflict. Where procured, Aikido also offers Device Protection which monitors software installed on the Customer's licensed devices using an agent. The authorization for Aikido to install and operate the Endpoint Agent is set out in Section 3.5.

1.3. Noon. Noon is a standalone human-risk-management product line that covers email protection, endpoint and SaaS/AI-usage monitoring, exposure checks, simulated phishing, and security-awareness training. Customer's obligations regarding notice, consent, and any required works council or employee-representative approval for Noon are set out in Section 3.6.

1.4. Professional Services. If the Customer procures Professional Services from Aikido, the specific details of the Professional Services will be described on the Order Form on a per-project basis. Aikido does not provide any custom deliverables or services under the Agreement that would qualify as work-made-for-hire. Professional Services will be performed remotely unless otherwise specified, in which case the Customer will be invoiced at cost for pre-approved reasonable travel and out-of-pocket expenses properly incurred by Aikido.

1.5. Technical Support Services. Aikido's standard technical support services are included at no additional charge during the Subscription Term. Access to online support resources (help.aikido.dev) is available to all Users. Access to live technical support is provided to the Customer's designated support administrators during normal business hours (Mon - Fri, 8 am - 5 pm in Central European Time).

2. LICENSE GRANT AND RESTRICTIONS

2.1. License Grant and Reservation of Rights. Subject to ongoing compliance with the Agreement, Aikido grants Customer a non-exclusive and non-transferable license during the Subscription Term to permit Users to access, install, implement, and use the Services solely for Customer's direct beneficial business purposes. Customer's rights to use the Services are limited to those expressly set forth in the Agreement, including limitations based on license type set forth in the Order Form, Documentation or other add-ons. All rights not expressly granted, including all rights in the Aikido Materials, are reserved by Aikido.

2.2. Restrictions and Acceptable Use. Except as explicitly permitted under the Agreement, Customer must not do any of the following with the Services: (i) use in violation of any applicable law or regulation; (ii) use in a manner that would cause a material risk to the security or operations of Aikido or any of its other customers; (iii) disassemble, decompile, or reverse engineer; (iv) redistribute, sell, rent, lease, or sub-license to any third party; (v) remove, obscure, or alter any proprietary notices; (vi) circumvent, disable, or stress test any security or other technological features; (vii) use the Services to provide business process outsourcing services to third parties without Aikido's prior written consent; (viii) access or use the Services to develop a competing product or service, or for purposes that are competitive with Aikido, or (ix) use the Services to conduct, or publish or disclose the results of, any benchmarking, competitive analysis, or performance comparison, except with Aikido's prior written authorization. Any use of the Services by Customer or its Users that in Aikido's reasonable assessment threatens the security, integrity, or availability of the Services, or would cause Aikido to breach applicable law or a binding order of a court or regulator (including where required notices, consents, or employee-representative approvals under Section 3.6.4 have not been obtained), may result in suspension of the Services by Aikido. Aikido will use commercially reasonable efforts to notify Customer before any such suspension. A breach of the foregoing obligations is deemed to be a material breach of this Agreement.

2.3. Users. The volume of Customer's subscription shall be determined in the Order Form. Access to the Services is limited to Users, and a User who accesses the Aikido Security or Noon platform must create an individual account (a unique username and password) to do so. Accounts may be reassigned by the Customer but must not be shared among multiple individuals. Each account may access the Services from up to five (5) devices at the same time. Customer will (i) ensure that its Users use the Services in compliance with the terms of the Agreement; (ii) promptly report to Aikido any violation of the Agreement by its Users and disable such users' access; and (iii) ensure that no false or misleading personal information is used to create user accounts. The Customer is responsible for any breach of this Agreement by any of its Users.

2.4. Third-Party Products. The Agreement does not govern the Customer's use of Third-Party Products used in connection with the Services. Third-party products are governed solely by the terms and conditions between the Customer and the Third-Party Product developer. Aikido does not make any commitments or claims regarding security, confidentiality, or performance of any Third-Party Products, and disclaims any liability regarding Third-Party Products. Customer acknowledges and accepts that Third-Party Products: (i) are activated and used at the sole risk of Customer; (ii) are not warranted, supported, or endorsed by Aikido; and (iii) may degrade the performance of the Services beyond Aikido's reasonable control. To the extent any Third-Party Product accesses, processes, or gathers Personal Data, the applicable third party is Customer's direct data processor, and is not acting as a data sub-processor of Aikido. Notwithstanding the foregoing, where Aikido has identified a third party as its own sub-processor in the DPA, that third party acts as Aikido's sub-processor and not as Customer's direct data processor.

3. CUSTOMER CONTENT, PRIVACY, AND SECURITY

3.1. Ownership and Permitted Use. As between Aikido and Customer, all Customer Content remains Customer's property. Aikido will process, reproduce, display, copy, transmit, host, and otherwise use Customer Content solely (i) to the extent necessary to perform its obligations or enforce its rights under the Agreement, or (ii) where required or authorized by law.

3.2. Security. Aikido will implement and maintain appropriate technical and organizational measures designed to protect the confidentiality, integrity, availability, and resilience of the Services and Customer Content, appropriate to the risk presented by the processing. These measures include a process for regularly testing, assessing, and evaluating the effectiveness of such technical and organizational measures. In the event of a physical or technical incident affecting Customer Content, Aikido will use commercially reasonable efforts to restore the availability of and access to Customer Content within a reasonable timeframe.

3.3. Compliance with Privacy Laws. Aikido will comply with applicable privacy and data protection laws governing its processing and storage of Personal Data in connection with its role as described in the Agreement. The Aikido Privacy Policy applies to the scenarios where Aikido is the data controller as detailed in the Privacy Policy. If, at Customer's discretion, Customer's use of the Services requires the Customer to enter into a data processing agreement, the Aikido DPA located on Aikido's website will be incorporated into the Agreement by reference unless Aikido and Customer have executed a separate data processing agreement with regards to the Customer's use of the Services. Customer is responsible for informing its Users of any processing of their personal data in connection with Customer's use of the Services, and for ensuring that Customer has a valid legal basis under applicable data protection law for any such processing, to the extent such notice or legal basis is not already provided for elsewhere in this Section 3.

3.4. Aikido's Remediation of Unauthorized Disclosures. In the event that unauthorized disclosure of or access to Personal Data is caused by Aikido's breach under the Agreement, Aikido shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the respective breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law) and to individuals whose Personal Data may have been accessed or acquired; (c) to the extent banking or credit card data is part of the unauthorized disclosure of Personal Data, providing credit monitoring service to individuals whose Personal Data may have been accessed or disclosed for a period of one year after the date on which such individuals were notified of the unauthorized access or disclosure for such individuals who elect to receive such credit monitoring service; and (d) operating a communications platform appropriate to the scope of the unauthorized disclosure (e.g. website, email address, call center) to respond to questions from individuals whose Personal Data may have been accessed or disclosed for a period of one (1) year after the date on which such individuals were notified of the unauthorized access or disclosure. Notwithstanding anything to the contrary in this Agreement, Aikido shall have no responsibility to pay costs of remediation to the extent that they are due to the negligence, willful misconduct and/or fraud by Customer or its employees, agents, contractors, or Users.

3.5. Customer Responsibility and Obligations Regarding Customer Content.

3.5.1. Customer retains complete control over the installation, configuration, and usage of the Services, and Aikido will not be responsible or liable for any deletion, corruption, damage, destruction, or unintended exposure of Customer Content due solely to acts or omissions of Customer.

3.5.2. Customer is responsible for ensuring that Customer Content does not violate the Agreement, third-party intellectual property rights, or applicable laws and regulations (including illegal, harmful, offensive, defamatory, misleading, obscene, or abusive material), and allows for the processing of the Customer Content. Customer will promptly remove any such Customer Content.

3.5.3. Where Device Protection is procured, or the Endpoint Agent is used as part of Noon, Customer is solely responsible for obtaining all consents and providing all notices required under applicable law and its internal policies in connection with Aikido's installation, operation, and use of Device Protection on Customer's devices, and for ensuring it has authority to authorize such installation and inspection on the relevant devices. Customer authorizes Aikido to install and operate the Endpoint Agent on each licensed device, including installing a locally generated certificate authority (CA) into the device trust store to inspect TLS traffic to the limited destinations required to detect and block threats. The CA private key is generated and stored locally in hardware-backed storage and is not exported, shared, or made accessible to Aikido.

3.5.4. Aikido does not warrant that the Services will detect, block, or prevent all vulnerabilities, threats, phishing attempts, malware, or security incidents, or that the Services will be uninterrupted or error-free, and false positives and false negatives may occur. Customer remains responsible for its own security posture, configurations, and backups. Aikido is not responsible for any message, file, package, device, or access that is flagged, moved, quarantined, blocked, or deleted by the Services in accordance with Customer's configuration, instructions, or enabled automation.

3.6. Noon: Monitoring, Simulation, and Consent.

3.6.1. **Authorization**. Where Customer procures Noon, Customer authorizes Aikido to process Noon Content, including the Personal Data of Monitored Individuals, as necessary to deliver Noon.

3.6.2. **Simulation Communications.** Customer authorizes Aikido to send simulated phishing, voice, and deepfake communications to Monitored Individuals identified by Customer, as configured by Customer, as part of a Noon campaign ("Simulation Communications"), and to record and analyze Monitored Individuals' responses. Customer is responsible for complying with any call-recording or telecommunications consent law applicable to voice or deepfake Simulation Communications; see Section 3.6.4. Where Customer configures a Simulation Communication to imitate the voice, image, or likeness of a real individual, Customer warrants that it has obtained all rights, consents, and approvals required from that individual and under applicable law (including laws on personality rights, publicity, and biometric data) for that imitation, and Aikido may decline or suspend any such Simulation Communication where it reasonably believes such rights, consents, and approvals have not been obtained.

3.6.3. **EDR Mode.** Where Customer enables EDR Mode, Customer separately authorizes Aikido to collect the additional telemetry described in the definition of EDR Mode in Section 11, in addition to the authorization in Section 3.5.3. Customer is responsible for obtaining any approval required under Customer's internal policies before enabling EDR Mode; see Section 3.6.4.

3.6.4. **Lawful basis**. Customer is solely responsible for establishing a lawful basis for processing Monitored Individuals' Personal Data through Noon, for providing all required notices to Monitored Individuals, and for obtaining any employee-representative, works council, or co-determination approval required under applicable law before enabling any Noon module. Aikido has no obligation to verify Customer's compliance with this Section 3.6.4.

3.6.5. **No warranty**. Aikido does not represent or warrant that Noon is suitable for use as the basis of any adverse employment decision against a Monitored Individual, and Customer will not use Noon outputs for that purpose without independently confirming the legal basis for doing so.

3.6.6. **Mailbox access**. Customer authorizes Aikido to access its email environment to the extent of the permissions Customer grants. Connecting a mailbox is read-only. Where Customer grants write access, Aikido may modify or move messages in the mailbox (for example by labeling flagged messages or placing Simulation Communications in the mailbox). Aikido will request Customer's permission before moving or modifying any message, and, unless Customer enables automation, actions on flagged messages require Customer's approval.

3.6.7. **AI cloud analysis.** Where Customer enables cloud analysis of AI prompts, Customer separately authorizes Aikido and its sub-processors to process the prompt content sent for analysis, which is visible to Customer's administrators in Noon. Section 3.6.4 applies to this processing.

4. FEES, PAYMENTS, & TAXES

4.1. Payments and Fees. Customer must pay the Fees according to the payment terms in the Order Form in the currency stated. All invoices will only be delivered electronically using the billing and contact information provided by Customer. Customer agrees to provide clear indication with its payment as to which invoices (or portions thereof) the payment should be applied. Alternatively, these payment details can be emailed to invoicing@aikido.dev no later than the date of payment. Aikido does not accept payment by cheque. A payment made by cheque is not considered received until Customer pays through an accepted payment method.

4.2. Failure to Pay. If Customer fails to pay any amount due under the Agreement according to the payment terms in the Order Form, Aikido will send Customer a reminder notice. If Customer fails to pay within 15 days of the date of the reminder notice, Aikido may suspend or restrict the Services. Aikido may charge interest at a monthly rate equal to the maximum rate permitted by applicable law on any overdue Fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full.

4.3. Disputes. If Customer believes that Aikido has incorrectly billed Customer, Customer must contact Aikido in writing within 30 days of the invoice date, specifying the error. Customer is not entitled to offset or deduct any amounts from Aikido's invoice unless (i) Customer has properly notified Aikido of the dispute, and (ii) the dispute is made in good faith.

4.4. Taxes. Customer is responsible for paying all applicable Taxes. If Aikido determines that Aikido has the legal obligation to pay or collect Taxes, Aikido will add such Taxes to the applicable invoice and Customer will be obligated to pay such Taxes, unless Customer provides Aikido with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues Aikido for unpaid Taxes for which Customer is responsible under the Agreement and which Customer did not pay to Aikido, Aikido may invoice Customer and Customer will be obligated to pay such Taxes to Aikido or directly to the taxing authority, plus all applicable interest, penalties, and charges. If Customer is required by applicable law to withhold or deduct any Taxes from any payment due to Aikido under this Agreement, Customer shall:

4.4.1. make such withholding or deduction to the extent required by law;

4.4.2. pay the amount so withheld or deducted to the relevant governmental authority in accordance with applicable law within the time required by such law; and

4.4.3. increase the amount payable to Aikido so that, after such withholding or deduction has been made (including any withholding or deduction applicable to additional amounts payable under this Section), Aikido receives and retains an amount equal to the amount it would have received had no such withholding or deduction been required (i.e., an amount equal to the full invoiced amount).

Aikido and Customer will cooperate in good faith to minimize any Taxes required to be withheld or deducted to the extent permitted by applicable law.

5. INTELLECTUAL PROPERTY INDEMNIFICATION

5.1. Aikido Obligations. Aikido will (i) defend at its expense, and (ii) pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Aikido) for third-party Claims alleging that the Services directly infringe the third party's patent, copyright, or trademark.

5.2. Customer Obligations. Customer will (i) defend at its expense, and (ii) pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer) for third-party Claims alleging that the Customer Content directly infringes the third party's patent, copyright, or trademark.

5.3. Conditions. The indemnification obligations under this Section are subject to the indemnified Party: (i) promptly giving written notice of the Claim to the indemnifying Party; (ii) giving the indemnifying Party sole control of the defense, negotiation, and settlement of the indemnified portion of the Claim; and, (iii) providing the indemnifying Party reasonable assistance in defending the Claim.

5.4. IP Exceptions.

5.4.1. Aikido will not have any indemnification obligation or liability regarding a third-party intellectual property infringement Claim when the infringement was caused by: (i) a combination of the Services with any component not supplied by Aikido, or with a third-party component activated at the sole risk of Customer; (ii) unauthorized alteration or modification of the Services by anyone other than Aikido, or (iii) failure by Customer to use the latest version of the Services as requested by Aikido.

5.4.2. Customer will not have any indemnification obligations or liability regarding a third-party intellectual property infringement Claim when the infringement was caused by any unauthorized combination of Customer Content with any third-party component not provided by the Customer so long as the non-combined or non-altered Customer Content as such is not infringing.

5.5. IP Remedies. In the defense or settlement of any third party intellectual property infringement claim, Aikido may, at its sole option and expense: (i) procure for Customer a license to continue using the Services in the same manner as anticipated by the Agreement; (ii) replace or modify the allegedly infringing Services to avoid the infringement at no additional cost to Customer; or (iii) terminate Customer's license and access to the Services (or its infringing part) and refund any prepaid unused Fees as of the date of termination. The remedies and obligations in this section of the Agreement are Aikido's sole and exclusive remedies and liability regarding the subject matter giving rise to any third-party intellectual property infringement Claim.

6. LIMITATION OF LIABILITY

6.1. Disclaimer of Indirect Damages. To the extent permitted by law, neither Party will, under any circumstances, be liable to the other Party or to any third party for indirect, consequential, incidental, special, or exemplary damages, or for lost profits or loss of business arising out of or related to the Agreement, even if the Party is apprised of the likelihood of such damages occurring.

6.2. Cap on Liability. To the extent permitted by law, under no circumstances will either Party's total aggregate liability of all kinds arising out of or related to the Agreement, regardless of the forum and regardless of whether any action or claim is based on contract, tort (including negligence), or otherwise, exceed the total amounts paid or payable by Customer for the Services during the 12 months immediately preceding the date of the event giving rise to the Claim.

6.3. Exclusions. The foregoing limitations in Sections 6.1 and 6.2 do not apply to claims based on: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) either Party's intellectual property indemnification obligations in Section 5; (iv) the liability of either Party for misappropriating the other Party's intellectual property; and (v) Customer's payment obligations.

7. TERM AND TERMINATION

7.1. Term. The Subscription Term is set forth during the sign-up process for Freemium, or in the applicable Order Form for the paying versions. It will apply to each Order Form in which it is incorporated until the expiration of the Subscription Term, as modified by any applicable extension or early termination. Customer that uses Freemium does not have any guarantee around the Subscription Term and does not receive minimum or guaranteed terms. It can be terminated by Aikido at any point in time for any reason.

7.2. Renewal. The Subscription Term will automatically extend for a subsequent period equal to the expiring term ("Extended Term") at the end of the Subscription Term and at the end of each Extended Term. The Customer may give thirty (30) calendar days' written notice to Aikido before the end of the Subscription Term or the relevant Extended Term, to terminate the Agreement at the end of the respective term.

7.3. Termination for Cause. If either Party commits a material breach of the Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate the Agreement, in whole or in part, without prior intervention of a court.

7.4. Effect of Termination or Expiration.

7.4.1. All access to and use of the Services must immediately cease upon termination or expiration of the Order Form.

7.4.2. If the Agreement is terminated for any reason other than Aikido's uncured material breach or a termination by Aikido under Section 5.5 or 8.2, Customer will be responsible for Fees covering the remainder of the then-current term.

7.4.3. If the Agreement is terminated for Aikido's uncured material breach, Aikido will provide Customer a pro-rata refund of all prepaid but unused Fees.

7.4.4. Each Party will return to the other Party or destroy all materials containing or reflecting any of the other Party's Confidential Information. The Customer will be able to retrieve all Customer Content in native format and analytics relating to the use of the Services for 30 days following the Agreement termination date. Unless otherwise provided in the DPA, Customer Content will be purged from Aikido systems within 200 days after termination of the Agreement or earlier at the written request of Customer. During such retention periods, Aikido shall not use the Customer Content and analytics relating to the use of the Services for any other purpose than to ensure backup availability.

7.5. Survival. The termination or expiration of the Agreement will not affect any provisions of the Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property, indemnification, license compliance, limitation of liability, privacy, and the "General Provisions" section in the Agreement.

8. WARRANTIES, DISCLAIMERS, AND REMEDIES

The below Sections are not applicable for Evaluation Services or Freemium.

8.1. Services. Aikido warrants that (i) the Services as delivered to Customer will materially conform to the Documentation and specifications set forth in the applicable Order Form; and (ii) the overall functionality of the Services will not be materially decreased during the Subscription Term. Aikido further warrants that Aikido will perform Professional Services in a professional and workmanlike manner. Customer must notify Aikido of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears.

8.2. Remedies. To the extent permitted by law, Customer's sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to replacement of the non-conforming Services or re-performance of the Professional Service, as applicable. If in Aikido's sole discretion replacement or re-performance is not commercially reasonable, Aikido may terminate the applicable portion of the Order Form and provide a refund of any prepaid unused Fees for the applicable Services.

8.3. Implied Warranties. To the maximum extent permitted by law and except for the express warranties in this section, Aikido provides the Services on an "as-is" basis. Aikido disclaims and makes no other representation or warranty of any kind, express, implied, or statutory (including claims about merchantability, title, non-infringement, accuracy, or fitness for a particular purpose). Customer acknowledges that Aikido does not control and Aikido is not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage arising from (i) Customer equipment or the transfer of data over communication networks, facilities, and devices (including the Internet); (ii) limitations, interruptions, delays, cancellations, and other problems inherent in the use of such communications networks, facilities, and devices not within Aikido's control; and (iii) Customer's failure to properly install appropriate security updates and patches to software and programs on networks and devices within Customer's control.

9. CONFIDENTIALITY

9.1. Use and Protection. The receiving Party will only use Confidential Information in connection with the Agreement and will not improperly reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (e.g. temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of the Agreement and are bound by confidentiality obligations at least as restrictive as those in this section. The receiving Party will treat Confidential Information with at least reasonable care, and with no less care than it uses for its own information of similar sensitivity. The obligations in this section survive for three (3) years following expiration or termination of the Agreement. Any Confidential Information retained in backup media will continue to be subject to this section until it is deleted.

9.2. Permitted Disclosure. The receiving Party may disclose Confidential Information: (i) as approved in writing and signed by the disclosing Party; (ii) as necessary to comply with any law or valid order of a court or other governmental body; or (iii) as necessary to establish the rights of either Party, but in the case of (ii) and (iii), only if the receiving Party promptly notifies the disclosing Party of the details of the required disclosure and gives the disclosing Party all assistance reasonably required by the disclosing Party to enable the disclosing Party to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

10. GENERAL PROVISIONS

10.1. Relationship. Aikido is an independent contractor (and not an agent or representative of Customer) in performing the Agreement. The Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary relationship between the Parties.

10.2. Notices. Any notice given under the Agreement must be in writing and delivered by email to the following addresses (or alternative addresses provided in writing by each Party): privacy@aikido.dev (to Aikido); the primary billing email address set forth in the Order Form (to Customer). All notices will be deemed to have been delivered the second business day after sending by email.

10.3. Feedback and Metadata. Customer may provide feedback to Aikido about the Services (e.g., technical support input, suggestions, or enhancement requests) and generate metadata (i.e., anonymous, aggregated, non-personal, technical data from the Services). Metadata does not include Personal Data. Aikido may develop, modify, and improve the Services based on Customer's feedback and metadata. Aikido reserves the right to use, publish, and otherwise exploit metadata and feedback without restriction. Notwithstanding the foregoing, Aikido will not use (or permit any of its Affiliates, sub-processors, or other third parties to use) any Customer Content to train, enhance or improve any AI models incorporated within the Services and more fully described in the Documentation.

10.4. Beta Services. From time to time Aikido may make certain features and functionality available to Customer that are subject to further testing and development. These features and functionalities (collectively “Beta Services”) will be marked as alpha, beta, demo, demonstration, evaluation, trial, early access, or preview, or any other words which impart a similar meaning. Customer acknowledges that these Beta Services might not function as intended and agrees not to use them unless Customer accepts the risks of using pre-release technologies. The Beta Services are experimental and do not create any obligation for Aikido to continue to develop, productize, support, repair, or offer for sale the Beta Services. The Beta Services are provided “as is” without any express or implied warranty. In no event shall Aikido or its suppliers be liable for any damages whatsoever arising out of the use of or inability to use the Beta Services.

10.5. Evaluation Services. Subject to the conditions of this Agreement, Aikido may make Services available to Customer for evaluation at no charge to allow Customer to assess their suitability for Customer's software development lifecycle and security requirements (“Evaluation Services”). Unless otherwise specified in an applicable Order Form, the period for Evaluation Services shall be thirty (30) calendar days from the start date specified in the Order Form ("Evaluation Period"). Either Party may terminate access to Evaluation Services at any time during the Evaluation Period upon seven (7) days' prior written notice. Customer's rights with respect to Evaluation Services are limited to Customer's internal testing and assessment of such Evaluation Services for the sole purpose of determining their suitability for Customer's business requirements. Customer shall not use Evaluation Services for any production, commercial, or operational purposes.

10.6. References. The Customer, subject to prior written approval, authorizes Aikido to make public reference to the Customer as a customer of Aikido and to use the Customer's name and logo, which remain trademarks of the Customer, on its website for this purpose only (for the avoidance of doubt, without, in any event, disclosing any Confidential Information). Notwithstanding the foregoing, Aikido has the right to publish the collaboration with the Customer on LinkedIn after the Agreement is signed. Other public references to the Customer will not be made without the Customer's prior consent. After a successful set up of the Aikido product, the Customer can be contacted by Aikido to take part in future reports, blog posts, testimonials/videos, and reference calls (maximum 2 per calendar quarter).

10.7. Waiver, Modification. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. Except as expressly stated in this Agreement, the remedies in this Agreement are in addition to, and not exclusive of, any other remedies. Except as provided in the Updates to the MSA and DPA section, the Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

10.8. Updates to the MSA and DPA. Where this MSA or the Aikido DPA is incorporated into an Order Form by reference to a web address or version date, the version so referenced (or, if none, the version in effect on the Effective Date) applies for the Subscription Term then running. Aikido may publish updated versions, which will apply to Customer from the start of the next Extended Term. For Freemium, updates take effect on notice. A version of this MSA or the DPA signed by both Parties may be amended only in writing signed by both Parties.

10.9. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the provision may be interpreted by the court so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining portions of the Agreement will remain in full force and effect.

10.10. Independent Allocations of Risk. Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by Aikido to Customer and is an essential element of the basis of the bargain between the Parties.

10.11. Assignment. Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including all rights and obligations) without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any purported assignment in violation of this section will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

10.12. Force Majeure. Neither Party will be liable for, or be considered to be in breach of the Agreement on account of any delay or failure to perform as required by the Agreement as a result of any unforeseeable or exceptional situation beyond its reasonable control, so long as the non-performing Party (i) did not cause such situation by its own negligent acts or omissions, and (ii) exercised all due diligence and used commercially reasonable efforts to avoid such situation and mitigate the impact.

10.13. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement, including, without limitation, Users.

10.14. Entire Agreement. The Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations, and warranties, both written and oral, regarding the subject matter. Subject to the Updates to the MSA and DPA section, no modification or amendment of any provision of the Agreement will be effective unless in writing and signed by the Party against whom the modification or amendment is to be asserted.

10.15. Order of Precedence. In the event of a conflict between the documents forming the Agreement, the following order applies: (i) an Order Form, but only where it expressly identifies the provision of this MSA that it amends and, if issued by a channel partner, is signed by Aikido; (ii) the Aikido DPA, as to the processing of Personal Data only; (iii) any other addendum to this MSA, to the extent stated in that addendum; and (iv) this MSA.

10.16. Customer's Purchase Order. Any terms or conditions in Customer's or a channel partner's purchase order, quote, or any other related documents submitted by or on behalf of Customer or a channel partner to Aikido or Customer that conflict with or purport to modify the Agreement do not form part of the Agreement, unless expressly agreed in writing and signed by the Parties.

10.17. Counterparts. The Agreement (or a component) may be executed in counterparts, which taken together will form one legal instrument.

10.18. Anti-Corruption and Compliance. Customer acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Aikido's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Aikido of such violation. Each Party agrees to comply with applicable trade control laws and regulations. For US Government end users only: Customer acknowledges that Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable.

10.19. Governing Law, Venue, and Disputes. The Agreement is governed by and construed under the laws of Belgium, without regard to any conflict of law rules or principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Parties will first try to settle any dispute between them amicably in good-faith negotiations prior to seeking enforcement from a court. Subject to the foregoing, the Parties submit to the exclusive jurisdiction of the courts of Ghent, Belgium.

10.20. Application of this MSA. (a) Channel Partners: this MSA also applies where Customer procures the Services through an Aikido-authorized channel partner (such as a reseller or distributor). In that case, the provisions of this MSA governing the use of, and rights in, the Services (including, in particular, Sections 2, 3, 5, 6, 8 and 9, together with Sections 1, 7, 10 and 11) operate as the end-user license agreement directly between Aikido and Customer, while Fees, payment terms, and the Subscription Term are governed by Customer's separate agreement with the channel partner. Payment obligations under this MSA are owed to the channel partner, and references in this MSA to amounts paid or payable are to amounts paid or payable for the Services, whether to Aikido or to the channel partner. The channel partner is not Aikido's agent and has no authority to amend this MSA or to make any representation, warranty, or commitment on behalf of Aikido. Aikido may suspend the Services if the channel partner fails to pay Aikido undisputed amounts due for the Services or if the channel partner's agreement with Aikido ends, in each case after reasonable prior notice to Customer, and Aikido will cooperate in good faith to give Customer the option of continuing directly with Aikido or through another authorized channel partner. (b) Online (Click-Wrap): this MSA also applies to any individual who registers for, accesses, or uses the Aikido platform (including any free or trial version); by clicking "I accept" or by accessing or using the platform, the individual accepts this MSA for themselves and, where acting on behalf of a legal entity, on behalf of that entity (which then becomes the "Customer"), and warrants having authority to bind it. Aikido's system logs constitute admissible evidence of acceptance.

11. DEFINITIONS

"Affiliate(s)" means, for a Party, any other entity that controls, is controlled by, or under common control with the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of an entity through at least 50% of the shares, voting rights, participation, or economic interest in such entity.

"Agreement" means the accepted MSA for non-paying use of the Services, or the accepted MSA together with the applicable Order Form for paying customers (including all exhibits, addenda, and amendments which are properly attached or incorporated by reference).

“Aikido” means Aikido Security BV, a company incorporated under the laws of Belgium with its registered office at Keizer Karelstraat 15, 9000 Ghent, Belgium.
“Aikido Materials” means the Services, the Documentation, and all software, models, detection logic, templates, phishing, voice, deepfake, and training content libraries, and other materials created, developed, or provided by Aikido, including Simulation Communications as created by Aikido.
“Aikido Privacy Policy” means the privacy policy maintained at www.aikido.dev/policies/privacy, as updated from time to time.
“Aikido Security” means Aikido’s application-security product line described in Section 1.2.
“Claim” means a claim, demand, action, or legal proceeding filed against a Party.
“Code Committing Developer” means, for the purpose of Aikido Security, each employee, independent contractor, or other individual acting for or on behalf of the Customer or its Affiliates who, during any rolling ninety (90) day period, contributes to a repository, codebase, or other Customer Content connected to the Services by committing, modifying, authoring, or testing code, whether or not that individual is separately provisioned as a User. The number of Code Committing Developers is a licensing metric used to determine the applicable Fees and forms part of the Subscription Allocation set out in the Order Form.
“Confidential Information” means non-public or proprietary information about the disclosing Party’s business (including copies, summaries, and extracts) that is (i) disclosed in tangible form and identified in writing as confidential at the time of disclosure, (ii) disclosed in non-tangible form and unambiguously identified as confidential at the time of disclosure, or (iii) disclosed in such a manner, or is of such a nature, that a reasonable person under the same circumstances would clearly understand the information to be confidential. Confidential Information does not include information that (i) is or becomes generally publicly available through no fault of the receiving Party, (ii) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party, (iii) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party, or (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information, as demonstrated by documents and other competent evidence in the receiving Party’s possession.
“Customer” means the entity entering the Agreement with Aikido and identified in the Order Form, including, as applicable, Customer’s Affiliates.
“Customer Content” means all files, content (including audio, video, text, or images), repositories, codebases, containers and data (including Personal Data) belonging to or controlled by the Customer, which is uploaded into the Services, otherwise provided to Aikido for processing, captured, or monitored by Aikido through the Services in connection with Customer's or its Users' or Monitored Individuals' use of Customer's systems, devices, or communications, in each case pursuant to the Agreement. Customer Content does not include Aikido Materials.
“Dark Web” means all unindexed parts of the Internet. For the purposes of this Agreement, Dark Web shall also be taken to cover indexed parts of the Internet involving illegitimate, fraudulent, and malicious digital properties.
“Device Protection” means Aikido’s device security product, comprising a software agent (the “Endpoint Agent”) installed on a device (typically through the Customer’s mobile device management (MDM) solution) that monitors the device for malicious or risky activity and, for a limited set of destinations, inspects encrypted (TLS) traffic in order to detect and block threats. Device Protection is licensed on a per-device or per-user basis as set out in the Order Form, and forms part of the Services.
“Documentation” means written technical and usage documentation about the Services published by Aikido, including the Aikido Privacy Policy.
“EDR Mode” means the optional, higher-telemetry configuration of the Endpoint Agent that, in addition to the telemetry described in the definition of Device Protection, collects process, network, and persistence events relating to individuals (but not file contents, browsing activity, or page content), in each case solely in connection with Noon.
“Effective Date” means the date on which the Customer accepts the Agreement (by signature of the Order Form, electronic acceptance, or commencement of use of the Services, whichever occurs first).
“Fees” means the fees payable for the Services specified in the Order Form.
“Freemium” means the free, self-service version of the Services that Customer accesses or uses without an Order Form.
“Monitored Individual” means any individual whose Personal Data is processed through Noon, whether or not that individual is a User, including but not limited to employees, contractors, and other personnel of Customer or its Affiliates who receive Simulation Communications, whose devices run the Endpoint Agent, whose corporate email address is checked against breach or Dark Web data, or whose SaaS or AI-tool usage is monitored through Noon. The confidentiality, security, and privacy commitments owed by Aikido to Customer under the Agreement in respect of Users’ data apply equally to Monitored Individuals’ data in respect of Noon.

“Noon” means Aikido’s human-risk-management product, comprising the modules described in the Documentation, including inbound email protection, endpoint protection via the Endpoint Agent (including EDR Mode where enabled), breach and Dark Web exposure checks, detection of AI-tool and SaaS usage, Simulation Communications, adaptive security-awareness training, and an employee roster and team-management module.
“Noon Content” means Customer Content processed through Noon, including inbound email content and metadata, employee-reported email content, Monitored Individuals’ responses to Simulation Communications (including any related recordings or transcripts), breach and Dark Web exposure results linked to corporate email addresses, AI prompt content sent for cloud analysis where Customer enables it, and Endpoint Agent telemetry (including EDR Mode telemetry where enabled).
“Order Form” means the order form, statement of work, or other written document detailing the Services being procured by Customer, and which references this MSA.
“Party” means Aikido or Customer, as applicable.
“Personal Data” means any information relating to an identified or identifiable natural person, and has the meaning given to “personal data” or the equivalent term under applicable data protection laws.
“Services” means the Aikido technology and software, together with any Professional Services, made available by Aikido to Customer, including as set out in an applicable Order Form.
“Professional Services” means any consulting, training, or implementation services provided by Aikido to Customer, as set out in the Order Form.
“Simulation Communications” has the meaning given in Section 3.6.2.
“Subscription Allocation” means the limits on Customer’s permitted use of the Services set out in the applicable Order Form, including the maximum number of Code Committing Developers, the applicable scanning volumes (such as code repositories, container images, cloud connections, VM groups, and domains), the applicable credit volumes, the number of licensed Device Protection devices or users, and any other usage limits or license metrics identified in the Order Form.
“Subscription Term” means the duration of the subscription for Services, as stated in the Order Form, and modified by any applicable extension or early termination.
“Taxes” means any local, state, provincial, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or other governmental charges or duties resulting from the Agreement, excluding income taxes on Aikido’s revenue.
“Third-Party Product(s)” means any product, platform, or service not developed by Aikido that enhances, manipulates, integrates with, interacts with, interoperates with, or adds functionality to the Services or Customer Content. Third-party products may include public APIs, stand-alone software, or hardware. Third-Party Products may be obtained directly from the developer or through a reseller. Aikido may act as a reseller for some Third-Party Products.
“User(s)” means any individual or entity authorized by Customer to be licensed under the Agreement, including Code Committing Developers, employees of Customer or its Affiliates, or other third parties authorized by Customer, so long as they are not a direct competitor of Aikido.