

ECLYPSIUM, INC.
END USER LICENSE AGREEMENT (“EULA”)

Last Updated February 2024 – GSA

This End User License Agreement (“**EULA**”) between Licensee (as defined below) and Eclipsium, Inc. (“**Eclipsium**”) sets forth the terms and conditions that govern Your use of the Eclipsium Products (as defined below). Licensee’s Sales Order with Eclipsium incorporates the terms of this EULA and Licensee’s use of the Eclipsium Product(s) is governed by this EULA. Definitions of capitalized terms not set forth below are defined in the Sales Order.

BY (A) RESERVED(B) BY EXECUTING A SALES ORDER THAT INCORPORATES THIS EULA BY REFERENCE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF LICENSEE DOES NOT HAVE THE AUTHORITY TO ENTER INTO THIS EULA OR LICENSEE DOES NOT AGREE WITH ITS TERMS, LICENSEE IS NOT PERMITTED TO USE THE ECLYPSIUM PRODUCTS. IF YOU PROCEED WITH DOWNLOAD, INSTALLATION, ACCESS, DEPLOYMENT, OR USE OF THE ECLYPSIUM SOFTWARE, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE AUTHORITY TO ENTER INTO THIS EULA AND BIND LICENSEE TO ITS TERMS. THIS PARAGRAPH DOES NOT APPLY WHERE LICENSEE HAS EXPRESSLY AGREED TO SEPARATE END USER LICENSE TERMS WITH ECLYPSIUM EITHER DIRECTLY OR AS PART OF A TRANSACTION WITH AN APPROVED PARTNER.

1. DEFINITIONS.

“**Authorized Partner**” means a reseller, or a distributor authorized by Eclipsium to resell Services and/or subscriptions to Eclipsium Products.

“**Confidential Information**” means any and all non-public information related to a Eclipsium’s business (including software, source code and specifications, trade secrets, technical information, business forecasts and strategies, personnel information and proprietary information of third parties provided to Licensee in confidence) that is labeled or identified as “confidential” or “proprietary”; and if disclosed orally or otherwise in intangible form, is confirmed as such in writing within thirty (30) days of such disclosure; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary. Without limiting the foregoing, all Software and Documentation shall be deemed “Confidential Information”.

“**Documentation**” means Eclipsium’s published user and administration manuals and other documentation for the Software that are furnished to Licensee by Eclipsium.

“**Eclipsium Product(s)**” means: (i) the Eclipsium Software (ii) any subscription based services, including but not limited to Support Services set forth in the applicable Sales Order and (iii) any Third-Party Software incorporated in or provided with the foregoing.

“**Fee**” means the applicable fees for the Eclipsium Products as set forth in the Sales Order.

“**Free Trial Product**” means a trial offering of a Eclipsium Product provided by Eclipsium free of charge solely for the purpose of enabling evaluation of the Eclipsium Product prior to the potential purchase of a subscription to such Eclipsium Product.

“**License Period**” means the period of time as identified in the applicable Sales Order for which Licensee is purchasing and will be entitled to the benefits of the applicable Eclipsium Products.

“**Licensee**” means the Ordering Activity under GSA Schedule contracts identified in the Sales Order purchasing and using the Eclipsium Products, as set forth in the applicable Sales Order.

“**Licensee Data**” means the electronic data and information submitted by Licensee into the Eclipsium Software.

“**Sales Order**” means any ordering document entered into by the parties that sets forth certain details of the order between Eclipsium and Licensee or an Authorized Partner and Licensee for use of the Eclipsium Product(s).

“**Software**” or “**Eclipsium Software**” means the Eclipsium proprietary software product(s) as licensed to Licensee in

object code format.

“**Support Services**” means the technical support and maintenance services provided by Eclypsium, as further described in Section 2.4.

2. LICENSE.

2.1 Grant. Subject to the terms and conditions of this EULA and payment of all fees and any applicable user/use limitations, Eclypsium hereby grants to Licensee a nonexclusive, non-sublicensable, nontransferable, revocable license to: (i) install one (1) instance of the Software, in object code form only, on a Server under the sole control of Licensee; (ii) execute the installed copy of the Software, access and use the Eclypsium Products in accordance with the Documentation for Licensee’s internal purposes only; and (iii) make one (1) backup copy of the Software exclusively for non-production backup purposes. The Software may include components that provided under license from third parties (“**Third-Party Software**”). All Third-Party Software is subject to the terms and conditions of the third-party license that accompanies it, a copy of which is included with the Documentation.

2.2 Restrictions. Licensee acknowledges and agrees that the Software and its structure, organization, and source code constitute valuable trade secrets and Confidential Information of Eclypsium and its suppliers. Licensee agrees not to: (i) modify, adapt, alter, translate, or create derivative works from the Software; (ii) merge the Software with any other software; (iii) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; (iv) use the Software other than as described in the Documentation; (v) use the Software on or with any system for which it was not intended (as described in the Documentation); (vi) use the Software in any time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment; (vii) disclose to any third party any benchmarking or comparative study or analysis involving the Software (“**Benchmarking**”) or any other information related thereto; (viii) use the Software or any Benchmarking in connection with the development of products that compete with the Software. Licensee shall not remove, alter, or obscure in any way any proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Eclypsium or its suppliers contained on or within the copies of the Software furnished by Eclypsium to Licensee. Licensee shall not disassemble, reverse engineer, analyze, decompile, modify, convert or translate the Software or apply any procedure or process to the Software in order to ascertain, derive and/or appropriate for any reason or purpose the source code for the Software or any Confidential Information, trade secret information or process or software contained in the Software, except as otherwise expressly permitted by applicable law that may not lawfully be excluded by agreement between the parties.

2.3 Ownership. As between Licensee and Eclypsium, except for the nonexclusive licenses expressly granted to Licensee in Section 2.1, Eclypsium and its suppliers retain all right, title and interest in and to the Eclypsium Products. There are no implied licenses in this EULA, and all rights not expressly granted hereunder are reserved to Eclypsium and its suppliers. Licensee owns all data generated by Licensee’s use of the Eclypsium Products to monitor Licensee’s systems (“**Output**”). Licensee hereby grants Eclypsium a non-exclusive, worldwide, fully paid-up, royalty-free, transferable right and license, with the right to grant sublicenses, to reproduce, execute, use, store, archive, modify, perform, display, and distribute the Output, in in the development and operation of Eclypsium’s products and services, provided that Eclypsium’s use of such Output does not identify Licensee.

2.4 Updates and Support Services. Eclypsium will use commercially reasonable efforts to provide technical support and software maintenance services for Eclypsium Products pursuant to Eclypsium’s support policies and terms (as such policies and/or support terms may be updated by Eclypsium from time to time), which currently include reasonable telephone and email technical support during Eclypsium’s normal business hours (9am to 5pm Pacific time). Any updates to the terms applicable to Support Services made during any then-current License Period will not apply until the start date of the next License Period. Eclypsium may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Eclypsium has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. The Support Services include the provision of Updates to the Eclypsium Product, when and if such Updates are made generally available to all users of such Eclypsium Products.

2.5 Protection of Licensee Data. Eclypsium will implement and maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Licensee Data. Please see Eclypsium’s privacy policy attached hereto at [Attachment 1](#) for more information.

3. TERM AND TERMINATION.

3.1 Generally. This EULA shall enter into effect upon its acceptance as set forth above and continue in full force and effect for the duration of all applicable License Periods unless revoked by Eclypsium or earlier terminated by either party as expressly permitted by this EULA. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Eclypsium shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3.2 Free Trial Products. If Licensee executes a Sales Order for a license to a Free Trial Product, Eclypsium will make the Free Trial Product available to Licensee beginning on the License Period start date of such Sales Order until: (i) the end of the License Period as set forth in the Sales Order, or, if no License Period is specified in the Sales Order, then thirty (30) days from the date of Licensee's execution of the Sales Order; or (ii) termination of access to or use of the Free Trial Product by Eclypsium in its sole discretion (the "**Trial Period**"). Eclypsium may, in its sole discretion, extend the Trial Period by continuing to provide Licensee with access to the Free Trial Product. Any such extension will be considered part of the Trial Period. Additionally, Eclypsium may, in its sole discretion, provide Licensee with free trial access to or use of the Free Trial Product without the requirement that Licensee execute a Sales Order. Such Free Trial Product will, nonetheless, be treated as a Free Trial Product under these terms, and, in such case, the applicable "Trial Period" will be the period beginning on the date when Eclypsium first provides Licensee with access to or use of the Free Trial Product and ending on the date on which Eclypsium notifies Licensee that the Trial Subscription Period is ending (email acceptable).

4. WARRANTIES; DISCLAIMER

4.1 General Warranties. Eclypsium represents and warrants to the Licensee the following: (a) that it owns or has a license to use all components incorporated into the Software; and (b) that, to Eclypsium's knowledge, the Software as provided by Eclypsium does not contain any code that contains any virus, "back door", "time bomb", "Trojan Horse", "worm", "drop dead device" or other software routine designed to (i) permit unauthorized access to, or use of, computing equipment or networks, (ii) replicate, transmit, or activate itself without control of a person operating the computing equipment on which it resides, or (iii) alter, disable, damage, or erase any other software without authorization.

4.2 Software Performance Warranty. Eclypsium represents and warrants to the Licensee that the Software will perform in all material respects as specified in the Documentation under normal use for a period of thirty (30) calendar days from the commencement of the License Period. Licensee's exclusive remedy for a breach of this limited warranty is to return any allegedly defective software and Eclypsium, at its option, will replace it or refund any Fee paid for the defective software. This warranty, however, does not apply to any Third-Party Software, or if the defect is caused by Licensee's use of the Software other than as described in the Documentation, or to any modifications or changes to the Products made by anyone other than Eclypsium.

4.3 DISCLAIMER OF WARRANTY. ECLYPSIUM WARRANTS THAT THE PRODUCTS, SUPPORT SERVICES AND DOCUMENTATION WILL, FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF LICENSEE'S RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PRODUCTS, SUPPORT SERVICES AND DOCUMENTATION WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, ECLYPSIUM AND ITS SUPPLIERS PROVIDE THE PRODUCTS, SUPPORT SERVICES AND DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION IS WITH LICENSEE. SHOULD THE SOFTWARE OR DOCUMENTATION PROVE DEFECTIVE, LICENSEE ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA: (A) FREE TRIAL PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) ECLYPSIUM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FREE TRIAL PRODUCTS; AND (C) ECLYPSIUM HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECLYPSIUM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO FREE TRIAL PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. ECLYPSIUM DOES NOT WARRANT THAT FREE TRIAL PRODUCTS ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET LICENSEE'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE.

5. INDEMNITY; LIMITATION OF LIABILITY

5.1 Reserved.

5.2 Eclipsium Indemnification Obligation. Subject to the conditions and exceptions listed below, Eclipsium will have the right to intervene to defend Licensee and Licensee's shareholders, directors, partners, members and employees (the "Defendants") against a third party's claim that the Software (in the form delivered to Licensee and used as authorized in this Agreement) infringes or misappropriates the third party's copyright or United States trade secret rights, or directly infringes a valid United States patent that issued as of the Effective Date (in each case, a "Claim"), and will further indemnify the Defendants against any damages, fees (including reasonable attorney fees), costs and expenses which are included in a final award, judgment or settlement of a Claim.

5.3 Conditions. Eclipsium's obligations in this Section 5 are conditioned on (a) Licensee notifying Eclipsium immediately upon receiving a Claim and providing Eclipsium with a written copy of the Claim, (b) Licensee cooperating with Eclipsium in the defense or settlement of the Claim, and (c) Licensee providing Eclipsium with all necessary authority for Eclipsium to defend or settle the claim. Licensee may participate in the defense or settlement of the Claim at its own expense. Following notice of a Claim, or if in its discretion Eclipsium determines that a Claim is likely, Eclipsium may, at its sole option, procure for Licensee the right to continue to use the Software as furnished, replace or modify the Software to make it non-infringing, or terminate this Agreement and refund to Licensee any Fees that Licensee pre-paid for unused portions of the License Period.

5.4 Exceptions. Eclipsium has no obligation under this Section 5 with respect to any Claim based upon or otherwise relating to or arising from: (a) any use of the Software that is not authorized by this Agreement; (b) the combination of the Software with other products, services, equipment, software, or data not supplied by Eclipsium; (c) any modification of the Software by any person other than Eclipsium or its authorized agents; or (d) any Third-Party Software. SECTIONS 5.2, 5.3 AND 5.4 STATE ECLYPSIUM'S ENTIRE LIABILITY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. NOT WITHSTANDING THE FOREGOING PROVISIONS, NO INDEMNITIES OF ANY KIND WHATSOEVER ARE MADE FOR LICENSEE'S BENEFIT WITH RESPECT TO ANY FREE TRIAL PRODUCT.

5.5 LIMITATION OF LIABILITY. IN NO EVENT WILL ECLYPSIUM BE LIABLE FOR (I) ANY LOST DATA, LOST PROFITS, SECURITY BREACH OR GOVERNMENTAL FINE DUE TO RELIANCE ON THE ECLYPSIUM PRODUCTS, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS EULA, EVEN IF ECLYPSIUM KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY AMOUNTS EXCEEDING A SUM EQUAL TO THE TOTAL OF FEES PAID AND PAYABLE BY LICENSEE TO ECLYPSIUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 5.4 DO NOT APPLY TO: (I) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT; OR (II) BREACHES OF SECTIONS 2.2, 2.3, 7 OR 9 OR (III) CLAIMS FOR NON-PAYMENT. SECTION 5.4 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS EULA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 5 OF THIS EULA: (A) IN NO EVENT WILL ECLYPSIUM BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH FREE TRIAL PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (B) IN NO EVENT WILL ECLYPSIUM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO FREE TRIAL PRODUCTS EXCEED THE AMOUNT OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. FEES, PAYMENT AND TAXES

6.1 Payment Terms. Eclypsium or its Authorized Partner, as applicable, will invoice Licensee the applicable fees in the currency as stated in the applicable Sales Order (or USD where no currency is specified). Fees are due to Eclypsium within thirty (30) days of the receipt date of Eclypsium's invoice. Where a license for a Eclypsium Product is purchased through an Authorized Partner, any disputes regarding payment must be addressed to such Authorized Partner.

6.2 License Period Not Cancelable. Except for the provisions of this EULA allowing for early termination and GSAR Clause 552.212-4(l) and (m), the License Period is non-cancelable and non-terminable. For clarity, Eclypsium Products shall be deemed fully delivered upon commencement of the License Period.

6.3 Taxes. Eclypsium or its Authorized Partner as applicable shall state separately on invoices taxes excluded from the fees, and the Company agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Eclypsium will cooperate with Licensee to enable Licensee to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate. Under current United States income tax laws, Eclypsium cannot receive any tax benefits or credits for withheld tax amounts by Licensee.

7. EXPORT CONTROL. Licensee represents and warrants that it shall comply with all laws and regulations applicable to Licensee with respect to use of the Products. Licensee further acknowledges and agrees that the Products licensed under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Licensee agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Licensee covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Product or technology (including products derived from or based on such technology) received from Eclypsium under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Products cannot be exported or re-exported to any countries embargoes by the United States which includes nationals of these countries employed by Licensee; (ii) the Products cannot be exported or re-exported for military use in country group 'b' prior to valid 'export license' or valid 'license exception'; (iii) engineers cannot have access to Eclypsium's proprietary encryption source code; and (iv) the Products cannot be used for any prohibited end uses including any 'nuclear, biological or chemical weapon related activities'. Licensee agrees to notify Eclypsium of any suspicious activities by any employee related to the Products. Licensee agrees to indemnify, to the fullest extent permitted by law, Eclypsium from and against any fines or penalties that may arise as a result of Licensee's breach of this provision. This export control clause shall survive termination or cancellation of this EULA.

8. ANTICORRUPTION LAWS. Licensee acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law or Eclypsium's corporate policies and procedures related thereto. Licensee further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Products. Licensee agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Licensee agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

9. CONFIDENTIALITY. Licensee agrees: (i) to hold Eclypsium's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties, except as described below; and (iii) not to use any Confidential Information except for the purposes of this EULA. Licensee may disclose the Eclypsium's Confidential Information solely to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this EULA, and only if such employees and contractors are subject to a

nondisclosure agreement at least as protective of Eclypsium's Confidential Information as the terms herein. The restrictions set forth in this section shall not apply to any Confidential Information that the receiving party can demonstrate: (a) was known to it prior to its disclosure by the disclosing party; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the receiving party; (e) has been approved for release by the disclosing party's prior written authorization. Licensee may also disclose Eclypsium Confidential Information to the extent required by court order or as otherwise required by law, provided that Licensee shall take reasonable steps to give Eclypsium sufficient prior notice of such disclosure in order to contest such disclosure or seek, at its sole expense, an appropriate protective order limiting the scope of such disclosure and shall disclose only that portion of the such Confidential Information which Licensee is advised by its counsel is reasonably required to be disclosed. Eclypsium recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

10. GENERAL.

10.1 Independent Contractors. The parties are and at all times shall be and remain independent contractors as to each other, and at no time shall either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship shall be created or implied as a result of this EULA. Furthermore, neither party shall have the authority to, and shall not purport to, enter into any contract or commitment on behalf of the other party.

10.2 Governing Law. The Federal laws of the U.S.A., govern this EULA (without regard to Oregon conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act).

10.3 Reserved.

10.4 Notices. All notices permitted or required by this EULA shall be in writing and shall be delivered by personal delivery, national express courier with a tracking system, or by certified or registered mail, return receipt requested, and shall be deemed given, respectively, on the date of personal delivery, five (5) days after deposit in the mail, or on the date of delivery by courier. Notices shall be addressed to "Legal" and sent to the addresses set forth in the Ordering Document(s). Either party may amend its address for notice upon written notice to the other.

10.5 Inspection. During the License Period and for one year thereafter, Eclypsium or its designated agent may inspect Customer's facilities and records to verify Customer's compliance with this Agreement. Any such inspection is subject to Government security requirements, will take place only during normal business hours and upon not less than ten business days prior written notice. Customer shall reasonably cooperate with the inspection, making such personnel and records available as Eclypsium may reasonably request.

10.6 U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The Software was developed fully at private expense.

10.7 Waivers; Amendment. The failure of one party to enforce any of the provisions of this EULA, or the failure to require at any time the performance of the other party of any of the provisions of this EULA, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter. This EULA may not be altered, amended, modified, or otherwise changed in any way except by a hardcopy written instrument signed by the authorized representatives of each party.

10.8 Severability. If any provision of this EULA is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this EULA, which shall remain in full force and effect.

10.9 Entire Agreement and Conflicts. This EULA, the Sales Order and any exhibits, attachments, or addendums thereto set forth the entire agreement and understanding of the parties relating to the subject matter of this EULA,

and supersede all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. The terms set forth in this EULA will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Licensee, and any additional terms and conditions in any such purchase order will have no force or effect, notwithstanding Eclipsium's acceptance or execution of such purchase order. In the event of a conflict between the terms of any Sales Order with the terms of this EULA, the terms of the Sales Order will control, but (a) only with respect to the specific Eclipsium Product(s) purchased under such Sales Order, and (b) only if the Sales Order specifically references the conflicting provision(s) of this EULA with the intention to supersede such provision(s).

Attachment 1 – Privacy Policy

Effective: March 1, 2021

Eclypsium is committed to protecting your privacy and keeping your data secure. We want you to understand what information we collect from you, how we use that information, who we share that information with and how we keep that information secure.

SCOPE

This Privacy Policy (“Policy”) informs you of the types of information Eclypsium Inc. (“Eclypsium,” “we,” “us,” “our,” or the “Company”) collects about you when you visit our website at <http://www.eclypsium.com> and associated sub-domains (“Site”); download and install any of our products, or any installer or other applications we provide to you (“Software”), or utilize any of our services (“Services”), and how we use that information. The term “Eclypsium Services” means the Site, the Software, and the Services. By visiting the Site, downloading the Software, or utilizing our Services, you agree to the provisions of this Policy. Unless stated otherwise, our current Policy applies to all information that we collect from or about you.

This Policy does not apply to information collected by any third party, including through any application or content that may link to or be accessible from the Eclypsium Services. If you do not agree to the terms of this Policy, please do not use, access, download, install, or utilize (collectively, “use”) any Eclypsium Services or otherwise provide us with any personal information.

WHY DO WE COLLECT YOUR PERSONAL INFORMATION?

Eclypsium processes personal information in the course of running our websites, processing payments, registering visitors to our offices and events, managing webinars and promotions, providing support, improving user experience, running our infrastructure, preventing fraud, protecting intellectual property, maintaining endpoint and network security, enforcing our legal rights, sending marketing and other communications, processing agreements, complying with our legal obligations, and to achieve other legitimate interests as well as where you have provided consent. Personal information, such as contact information, is collected from websites, web portals, Eclypsium’s Services, events, partners, office visitor registration systems, and where you have provided it directly to Eclypsium.

LEGAL BASIS FOR PROCESSING PERSONAL INFORMATION (EEA VISITORS ONLY)

If you are a visitor from the European Economic Area and the United Kingdom, Eclypsium’s legal basis for collecting and using the personal information collected will depend on the personal information concerned and the specific context in which we collect it.

In most circumstances, we collect personal information (i) where it is needed for the performance of a contract, (ii) where the processing of the personal information is in our legitimate interests and not overridden by your rights, or (iii) where you provide your consent. Other times, your personal information may be collected in order for us (iv) to comply with a legal obligation, (v) to perform a task for the public interest, or (vi) for the protection of your or another’s vital interests.

If we collect and use your personal information in reliance on our legitimate interests or those of any third party, we will make clear to you at the relevant time through this notice or otherwise what those legitimate interests are. Oftentimes, legitimate interests involve our normal day-to-day operations, such as the ability to operate our platform and communicating with you as necessary to provide our services, responding to your inquiries, or marketing. We may transfer personal information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our customers.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided at the bottom of this Privacy Notice.

WHEN DO WE COLLECT YOUR INFORMATION?

We collect your information when you contact us and provide us with information, when you visit one of our websites or social media sites, when you license and use Eclypsium software products, and when you sign up for and use one of our Eclypsium’s Services.

WHAT INFORMATION DO WE COLLECT?

Eclypsium collects both personal and non-personal information. Personal information is information that can be used on its own or in combination with other information to identify, contact, or locate a person, or to identify a person in context. Non-personal information does not, on its own, identify a person.

When you interact with us through the Software, we may collect Personal Data and other information from you, as further described below:

- **Personal Data That You Provide.** We collect Personal Data from you when you voluntarily provide such information, such as when you contact us with inquiries or register yourself or your company online for access to the Software. Wherever Eclypsium collects Personal Data we make an effort to provide a link to this Privacy Policy. By voluntarily providing us with Personal Data, you are consenting to our use of it in accordance with this Privacy Policy. If you provide us Personal Data, you acknowledge and agree that such Personal Data may be transferred from your current location to the offices and servers of Eclypsium and the authorized third parties referred to herein located in the United States.
- **Non-Identifiable Data.** When you interact with Eclypsium, we receive and store certain personally non-identifiable information. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify you. Eclypsium may store such information itself or such information may be included in databases owned and maintained by Eclypsium affiliates, agents or service providers. We may use such information and pool it with other information to track, for example, the total number of users of our Eclypsium's Services, the number of visitors to each page of our Site, and the domain names of our visitors' Internet service providers. It is important to note that no Personal Data is available or used in this process. In operating the Services, we may use a technology called "cookies." A cookie is a piece of information that our computers give to your browser when you access the Site. Our cookies help provide additional functionality to the Services and help us analyze usage of the Services more accurately. In all cases in which we use cookies, we will not collect Personal Data except with your permission. On most web browsers, you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how to turn cookies off. We recommend that you leave cookies turned on because they allow you to take advantage of some of the special features of the Services[QT1] .
- **Aggregated Personal Data** In an ongoing effort to better understand and serve our users, Eclypsium often conducts research on user demographics, interests and behavior based on the Personal Data and other information provided to us. This research may be compiled and analyzed on an aggregate basis, and Eclypsium may share this aggregate data with its affiliates, agents and business partners. This aggregate information does not identify you personally. Eclypsium may also disclose aggregated user statistics to current and prospective business partners, and to other third parties for other lawful purposes.
- **Google Analytics and Similar Technologies** We may allow third party service providers to use cookies or similar technologies to collect information about your browsing activities over time and across different websites following your use of the Services. For example, we use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies to help us analyze how users use the Site and enhance your experience when you use the Service. For more information on how Google uses this data, go to <https://google.com/policies/privacy/partners/>.

HOW DO WE COLLECT YOUR INFORMATION?

- **We collect information from you directly.** For example, when you request a demo of or license the Software, or sign up for one of our services, you provide [your name, company name, email address, job title and phone number.] In the event you provide information to the Company in the form of a request we may use that information to process orders and downloads for Software demonstration or evaluation purposes. In the event you provide information to us in connection with a technical support request, such information will be processed and used by us for the purpose of providing the requested technical support, including performing error analysis.
- **We collect information through web browsers or devices when you visit one of our websites or social media sites, log into our Software or use one of our services.** Most browsers and devices collect certain information automatically, and may include, for example, the type and version of your computer operating system, the screen resolution of your monitor, your device manufacturer and model, the primary language used by your device, the Internet browser type and version you use, and the name and version of the software you are using. We use this information to make sure that the Software is functioning properly, to analyze the performance of the Software, and improve and maintain our services.
- **We collect information through "cookies".** Cookies are text files saved by your browser when you log into our Software or services. We may use both session cookies and persistent cookies to identify that you have logged in, to tell us how and when you interact with our Software or services, and to check aggregate usage and web traffic. Unlike persistent cookies, session cookies are deleted when you log off and close your browser. You can change your browser options to stop accepting cookies or to prompt you before accepting cookies.
- **We collect information from your IP Address and your web logs.** The IP Address generally identifies the host or network interface for your device and where your device is located. IP addresses are automatically transmitted as part of any Internet communication. We use IP addresses to communicate with your device, to calculate usage levels, to help diagnose server problems, to help maintain security and to otherwise administer our software and our services. In the process of managing our websites, we review and evaluate usage through web server logs. These logs tell us what types of browsers are accessing our sites, what pages receive the most traffic and the times when there is the most traffic to the sites.
- **We also use a tool called "Google Analytics" to collect information about use of our sites.** Google Analytics collects

information such as how often users visit a website, what pages they visit when they do so, and what other sites they used prior to coming to our site. We use the information we get from Google Analytics only to improve our sites. Google Analytics collects only the IP address assigned to you on the date you visit our site, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit our site, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the [Google Analytics Terms of Use](#) (as [amended for government websites](#)) and the [Google Privacy Policy](#). You can prevent Google Analytics from recognizing you on return visits to this site by [disabling cookies](#) on your browser.^[3]

- **We collect information when you log into and use the Software.** The Software automatically collects and transmits to our servers data and "hashes." Hashes are a key to a string of characters used to index and retrieve items in a database. These data and hashes may include system files, dynamic link library files (types of files that contain specific code that many programs can share), binary files (computer files that are not text files) and/or other executable code(s) that may contain users' names, device ID, information about third party products, and the computer's configurations, settings and artifacts of your computer system. From your use of the Software we may also collect users' names, media access control (MAC) addresses, network information, hardware type, model number, hard disk size, CPU type, disk type, RAM size, systems architecture, operating system, versions, locale, BIOS (basic input/output) version, BIOS model, system telemetry (an automated communications process by which measurements and other data are collected at remote or inaccessible points and transmitted to receiving equipment for monitoring), device ID, and information about third party products.^[4]
- **We collect information and performance data so we can determine if the Software is up to date and functioning properly and to see how the Software operates in relation to different hardware and software environments.** We may use this information to maintain or upgrade a system. We may also use this information to address performance and fix issues. On occasion, we may develop new versions, patches, updates, and other fixes to our programs and services, such as security patches addressing newly discovered vulnerabilities.
- **We collect information from job applicants and employees.** When a job application or an information request form is submitted to us, we may collect individually identifiable personal information such as name, home address, personal telephone number, email address and employment history, and voluntarily provide sensitive personal information such as racial or ethnic origin, or health information. As part of the job application process we also collect names and contact information for referrals and alternative-contact purposes. Applicant information is collected in the country where the job position is located. Information collected from applicants is used solely to assess the applicant's qualification and skills, to communicate with the applicant, to verify the submitted information, including reference and background checks, to the extent permitted by applicable law, and for legal compliance purposes including for purposes of compiling government and government-contracting labor statistics. We also collect and use personal information of employees as reasonably necessary in connection with the employment relationship, including for purposes of performance evaluation, compensation, benefits administration, tax withholding, compliance and reporting.
- **Information from Other Sources.** We may receive information about you from other sources, including through Third-Party services and organizations to supplement information provided by you. This supplemental information allows us to verify information that you have provided to Eclipsium and to enhance our ability to provide you with information about our Company and Services.

HOW WE USE YOUR INFORMATION

Business Information

Generally, we use the personal information we receive to:

- Provide the Services, respond to inquiries or send you administrative messages regarding the operation and use of the Services;
- Personalize and improve the Services;
- Monitor and analyze usage and trends of the Services;
- Send communications related to the Services;
- Provide you with relevant advertisements;
- Process any transactions initiated by you;
- For any other purpose for which the information was collected;

- To meet our legal obligations, for example:
 - For audit and reporting purposes;
 - To perform accounting and administrative tasks;
 - To respond to requests for information by competent public bodies and judicial authorities;
 - To respond to inquiries we receive from you or your company or organization;
 - To enforce or manage legal claims;
- To deliver advertising and promotional and other communications, including periodically contacting you with offers and information about our products, services, features, and events and sending you newsletters or other information about topics that we believe may be of interest; conducting online surveys; and otherwise promoting our products, services, features, and events; and
- To deliver targeted advertisements to you, both on and off the Services, including by using cookies, web beacons, and other Technologies, as explained in this Policy.

Human Resources Information

With regard to personal information we receive in connection with the employment relationship:

- we will use such personal information only for employment-related purposes as more fully described in this Policy; and
- if we intend to use this personal information for any other purpose, we will provide the individual with an opportunity to opt out of such uses.

Additional Uses Aligned with Our Legitimate Interests

In addition, we may use your personal information for the following purposes for which we have a legitimate interest:

- Direct marketing
- Processing for research purposes (including marketing research)
- Disclosure to affiliated organizations
- Network and information security (e.g., server logs may be reviewed for security purposes – e.g., to detect unauthorized activity on the Services. In such cases, server log data containing IP addresses may be shared with law enforcement bodies in order that they may identify users in connection with their investigation of the unauthorized activities.)
- Physical security
- Exercise of the right to freedom of expression or information, including in the media and the arts
- Unsolicited non-commercial messages, including for political campaigns or charitable fundraising
- Enforcement of legal claims including debt collection via out-of-court procedures
- Prevention of fraud, misuse of services or money laundering
- Employee monitoring for safety or management purposes
- Whistle-blowing schemes
- Processing for historical, scientific or statistical purposes

HOW WE SHARE YOUR INFORMATION

Eclypsium is not in the business of selling your information. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may share your Personal Data with certain third parties without further notice to you, as set forth below:

We may share personal information with our subsidiary or affiliated companies for the purposes described in this Privacy Policy, such as to help provide services or improve or monitor the performance of our Software.

We may share personal information with our authorized service providers and partners. These third parties may only use or disclose personal information obtained from us to perform services on our behalf or to comply with legal obligations.

We may share personal information in the event of a contemplated or actual reorganization, merger, sale, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy proceedings).

In certain instances, it may be necessary for Eclypsium to disclose your collected or personal information to government officials or otherwise: (1) to satisfy or comply with any applicable law, regulation or legal process; (2) to respond to lawful requests, including subpoenas, warrants or court orders; (3) to protect our property, rights and safety and the rights, property and safety of third parties or the public in general; and (4) to prevent or stop activity we consider to be illegal or unethical. Subject to applicable laws, Eclypsium reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of the Software. This means that Eclypsium may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

HOW WE PROTECT YOUR INFORMATION

To protect your information, we have taken appropriate administrative, technical, physical and procedural security measures, consistent with international information practices. We take commercially reasonable measures to protect your information from unauthorized access, use, and disclosure. However, no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we can not guarantee the absolute security of your information.

RETENTION OF PERSONAL INFORMATION

We will retain your personal information for as long as needed to fulfill the purpose for which we collected it and for a reasonable period thereafter in order to comply with audit, contractual, or legal requirements, or where we have a legitimate interest in doing so. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We may retain aggregated or de-identified data indefinitely or to the extent allowed by applicable law. We may retain personal information preserved in automatically generated computer backup or archival copies generated in the ordinary course of our information technology systems procedures.

ACCESSING, UPDATING OR CORRECTING YOUR INFORMATION

Under certain circumstances, you may be able to request the removal of information we have about you. We will respond to requests to access or delete your information within 30 days. We may retain certain data contributed by you if it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law.

INTERNATIONAL USERS

The information we collect may be stored in the United States because our operations are primarily in the United States. As such, your information may be transferred to, used, processed, or maintained on computers located outside of your province, country, or other governmental jurisdiction, and privacy laws may not be as protective as those in your jurisdiction. In situations where you are located outside the United States and choose to provide information to us, we will transfer your information to the United States and process it there. Furthermore, this Policy is governed by the laws of the United States and the State of California.

YOUR CALIFORNIA PRIVACY RIGHTS

Eclypsium does not share your personal information with any non-affiliated third party for their own marketing use without your affirmative consent.[8]

CHILDREN'S PRIVACY

Eclypsium complies with the U.S. Children's Online Privacy Protection Act. Eclypsium does not knowingly collect Personal Data from children under the age of 13. If you are under the age of 13, please do not submit any Personal Data. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide Personal Data without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Data to Eclypsium, please contact us, and we will endeavor to delete that information from our databases.

CHANGES TO THIS NOTICE

Any information that we collect is subject to our privacy policy in effect at the time such information is collected. We may, however, modify and revise this Privacy Policy from time to time. If we make any material changes to this Privacy Policy, we will notify you of such changes by posting a prominent notice on this website prior to the change becoming effective, or by sending you an email or other notification. If the change would have the effect of introducing a purpose for the use of your personal information, which is inconsistent with this notice, and where required by applicable law, we will either notify you or provide you with an opportunity to opt-out from such use.

YOUR PRIVACY RIGHTS

In accordance with applicable law, you may have the following rights:

- the right to rectify inaccurate personal data we hold about you without undue delay, and taking into account the purposes of the processing, to have incomplete personal data about you completed.
- the right to ask us to erase your personal data (the right to be forgotten) without undue delay in certain circumstances.
- the right to restrict the processing of your personal data in certain circumstances.
- the right to receive your personal data from us in a structured, commonly used and machine-readable format and to transmit your personal data to a third party without obstruction (right to data portability) in certain circumstances.
- where we process personal data based on your consent, you have the right to withdraw your consent at any time for future processing.
- where we process your personal data based upon our legitimate interests or those of a third party, you have the right to object to the processing of your personal data at any time (including to any profiling).
- where we process your personal data for direct marketing purposes, you have the right to object to processing of your personal data at any time, including profiling to the extent that it is related to such direct marketing.
- the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.
- the right to opt in or opt out of the sale of your personal information to Third Parties, if applicable, where such requests are permitted by law.
- if you are a California resident, you also have the right not to receive discriminatory treatment by us for the exercise of your rights conferred by the California Consumer Privacy Act.

Exercising these Rights

If you would like to exercise any of these rights, please contact us as described in the “Contact Us” section above.

Although Eclipsium makes good faith efforts to provide individuals with access to their personal information, there may be circumstances in which Eclipsium is unable to provide access, including but not limited to: where the information contains legal privilege, would compromise others’ privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual’s privacy in the case in question or where it is commercially proprietary. If Eclipsium determines that access should be restricted in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, Eclipsium will take commercially reasonable steps to verify your identity before granting access to or making any changes to your personal information.

CONTACT US

For any questions, concerns, or complaints or inquiries about the information contained in this Notice or about Eclipsium’s privacy practices, please contact the Eclipsium Privacy Program Office at the address given below. The Company will conduct a reasonable investigation of and will attempt to resolve any complaints in accordance with the principles contained in this Statement.

Office of Trust & Security

Eclipsium

920 SW Sixth Avenue, Suite 375
Portland, OR 97204

privacy@eclipsium.com

+1 (833) FIRMSEC