

COUNTERCRAFT END USER LICENSE AGREEMENT

Effective Date: _____

Please review this End User License Agreement (collectively “EULA” or the “Terms”) carefully. Your acceptance of these Terms is required in order for you to access and use the CounterCraft Solution (as defined below). By executing a written purchase order for the Software, you are entering into a legally binding agreement with us. If you do not agree to these Terms, you cannot use the CounterCraft Solution. We reserve the right at our discretion to propose modifications to these Terms periodically. We will notify you of such changes via an email sent to the email address we have on file for you or via other notification mechanisms. Your continued use of and access to the CounterCraft Solution after notice of such modifications indicates your acceptance of and agreement to the modified Terms.

1.0 DEFINED TERMS

“Access Information”: user name, password, and other log-in information for access to all or any part of the CounterCraft Solution.

“Content”: text, images, graphics, photos, video, audio, and any other content, information or data, created, derived from or accessible via use of the CounterCraft Solution. The term "your Content" includes Content you provide to, or Content originating or derived from your use of, the CounterCraft Solution.

“CounterCraft Service”: the online services provided by us in relation to the CounterCraft Software, including provision of the functionality of the CounterCraft Software as a service, as such services may be updated or modified by us on one or more occasions.

“CounterCraft Software”: the software applications and tools, documentation, and application programming interfaces (if applicable), as may be made available to you, and as may be updated or modified by us on one or more occasions.

“CounterCraft Solution”: CounterCraft Service, CounterCraft Software, Support Services, and the features, functionality, data, applications, services and content that we may make available to you via your use of the CounterCraft Software and CounterCraft Service.

“Other Applications”: online or offline software, products, services, functionality, hardware, networks and Content not developed or provided by us, including any of the foregoing that is owned or licensed by you or another party.

“Privacy Policy”: our privacy policy available at <https://www.countercraftsec.com/privacy.html>, as may be amended on one or more occasions.

“Support Services”: services we may agree to perform to enable the training, setup, integration, maintenance and/or support of the CounterCraft Solution, which may include support, consulting, professional services, and the services described in section 8.

“Use License”: a single and company-specific limited-term license to access and use a single copy of the CounterCraft Software in accordance with these Terms on a server owned or controlled exclusively by you, for use solely by you and not for the benefit of any other party or affiliate.

“We”, “us”, “our” or “CounterCraft”: [CounterCraft Security, Inc., organized under the laws of New York, United States.]

“You” or “your”: the single entity or single individual purchasing a single Use License to the CounterCraft Software, the Ordering Activity under GSA Schedule contracts re, excluding any affiliates, subsidiaries, consultants, contractors, or other related parties or entities.

2.0 END USER LICENSE

2.1 License Grant. Subject to your compliance with these Terms and the Use License, we hereby grant to you a non-sublicensable, non-transferable, and non-exclusive license to install (if applicable) and use the CounterCraft Software, in accordance with the conditions of and solely during the subscribed period set forth in the Use License, on any supported computing device owned by you or in your exclusive possession, for your internal or personal use in support of your business operations and not for the benefit of any third party. If you are an entity, you may exercise

the rights granted in this section solely via your own employees. Your use of the Software is confined to each single “host” for which you are responsible to set-up and maintain, defined as a physical or virtual machine which is part of our “Deception Campaigns” functionality, and which have the rights to CounterCraft Software necessary to design and implement such campaigns. You will not participate in any Deception Campaigns in which you share a host with any other party.

2.2 Updates. The CounterCraft Software may update automatically. Updates may be required for your continued use of the CounterCraft Solution. You agree to accept such updates subject to these Terms unless other terms accompany the updates. If so, those other terms will apply. We are not obligated to make any updates available except as we may separately agree in writing.

2.3 Unauthorized Use. Except as set forth above, you will not (a) copy the CounterCraft Software except as required to load on to the device described in section 2.1 above; (b) distribute to or share use of the CounterCraft Software or its functionality with any third party; (c) modify, or create derivative works or improvements of, the CounterCraft Software; or (d) sublicense, rent, or lease the CounterCraft Software. All rights not expressly granted in this section are reserved to us. You will have no right or license to the CounterCraft Software other than the rights set forth in section 2.1.

2.4 Ownership. We and our licensors retain all right, title and interest in the CounterCraft Software and associated intellectual property rights, and all copies of the CounterCraft Software. The structure, sequence, organization and code of the CounterCraft Software constitute our and our licensors' valuable trade secrets and copyrighted confidential information. You will preserve and not suppress our proprietary notices, markings, and branding associated with or displayed via the use of the CounterCraft Software.

2.5 Reverse Engineering. You will not reverse engineer, modify, decompile, disassemble or otherwise attempt to derive the source code, interfaces or other information from the CounterCraft Software, or work around technical protections or limitations associated with the CounterCraft Software, except and only to the extent that: (a) such activity is expressly permitted by directly applicable law notwithstanding this limitation; (b) it is essential to engage in such activity in order to obtain information needed to achieve interoperability of independently created software with the CounterCraft Software; (c) such activity is confined to those parts of the CounterCraft Software which are necessary to achieve interoperability; and (d) we have not made such information available to you under reasonable terms and conditions. Any information supplied to or obtained by you under this section as a result of reverse engineering may only be used by you for the purpose described in this section, and will not be disclosed to any third party or used to create any software that is substantially similar to the CounterCraft Software.

2.6 Our Marks. You agree that any use of our marks, branding and logos (“Marks”), whether permitted or otherwise, will inure to the sole benefit of CounterCraft. You will not directly or indirectly: (a) file or prepare any application for registration of any Marks; (b) assert any right, title, license to, or interest in the Marks; or (c) adopt, use, file for registration, or register, in whole or in part, any trademark, service mark, trade name, logo, or domain name which may be confusingly similar to or an infringement of the Marks or any of our domain names.

3.0 ACCESS TO THE COUNTERCRAFT SOLUTION

3.1 Availability. Subject to your compliance with these Terms, we will use reasonable efforts to make the CounterCraft Solution available. You acknowledge that your decision to use the CounterCraft Solution is not reliant or dependent on the availability of any current or future functionality, products, or features, or on any oral or written public or private comments or representations made by us. You may not use the CounterCraft Solution if you are barred from doing so under the laws of the United States or other countries including the country in which you are resident or from which you use the CounterCraft Solution. If you are using the CounterCraft Solution on behalf of a company, you warrant that you have full power and authority to bind such company to these terms.

3.2 Consent to Privacy Policy; Emails. You agree and consent to the Privacy Policy and to receive email messages from us, which may be transactional, for account management purposes, or for communications relating to or provided as part of the CounterCraft Solution, including notifications related to Support Services, administrative notices and service announcements or changes.

3.3 Reservation of Rights. We retain all right, title and interest in and to the CounterCraft Solution and our Content, and all associated intellectual property rights. We grant no licensed rights to our patents. The user interface,

user experience, icons, presentation layer and elements, reports, layouts, and screen displays of or generated by the CounterCraft Solution are our copyrightable content, our trade dress and our trademarks and servicemarks. You will not use, reproduce, distribute, or deploy the CounterCraft Solution, except for your own personal use or your own business operations, and solely in accordance with these Terms.

4.0 USE OF THE COUNTERCRAFT SOLUTION

4.1 Necessary Systems. Access to and ability to effectively use the CounterCraft Solution is conditioned on your procurement at your expense of all necessary system, hardware, software, operating environment, Other Applications, connectivity, and network access. You acknowledge that use of the CounterCraft Solution requires connection to, and data transfers over, the network and therefore may impact your data usage charges imposed by your wireless operator or other service provider, and may impact usage limitations imposed by Other Applications.

4.2 Feedback. You agree that we may freely use and exploit in perpetuity any feedback, requirements, recommendations, ideas, bug fixes, reviews, ratings, comments, suggestions, or improvements, that you, or any employee or agent thereof, may at any time disclose or submit to us relating to the CounterCraft Solution for our business purposes, including for product, services or solution sales, licensing, support and development, without any obligation or payment to you.

4.3 Information. You hereby consent to our collection and use of anonymized data (including meta-data, analytical, diagnostic and technical data, and usage statistics) concerning or arising from your use of the CounterCraft Solution in order to provide the functionality of and improve the CounterCraft Solution, for product development and marketing purposes, to protect against viruses and malware, and for verifying Terms compliance.

4.4 Unauthorized Use. You will not use the CounterCraft Solution or participate in any activities via the CounterCraft Solution in a manner that is likely to be prohibited by law or these Terms or violative of third party rights in any applicable jurisdiction, including intellectual property rights. Your use of the CounterCraft Solution must be in full compliance with applicable law. You are solely responsible for the accuracy, quality and legality of the Other Applications. You will not use, or enable or permit the use of the CounterCraft Solution to store or transmit infringing, libelous, offensive or otherwise unlawful or tortious material or data or in violation of privacy rights, or to transmit malicious code, viruses, time bombs, Trojan horses, or similar mechanisms, scripts, agents, bots or programs. You will not use or access the CounterCraft Solution: (a) if you are a direct competitor of us or operating on behalf of such a direct competitor; or (b) for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

5.0 ACCESS INFORMATION & CONTENT

5.1 Access Information. You are wholly responsible for maintaining the confidentiality of Access Information and wholly liable for all activities occurring under such Access Information. You will not transfer to any party Access Information, or use access information of another, without our prior written consent. You will immediately notify us of any unauthorized use of Access Information or any other breach of security via email sent to support@countercraftsec.com. We will not be liable for any loss or damage arising from lost or forgotten Access Information (including associated loss of Content), from failure to comply with this section or from unauthorized use of Access Information.

5.2 Responsibility for Content. Your Content is your sole responsibility. We will have no responsibility or liability for the deletion or failure to store any Content or user data. We reserve the right to mark as inactive and archive accounts that are inactive for an extended period of time. It is your sole responsibility to back up all Content and end user data. We may preserve and disclose Content if required to do so by law or judicial or governmental mandate or as reasonably necessary to protect the rights, property or safety of us, users and/or the public. We may terminate CounterCraft Solution access, and disable CounterCraft Software, in response to a violation or suspected violation of these Terms, in accordance with the contract Disputes Clause (Contract Disputes Act)

5.3 Use of Content. You will bear all risks associated with the use of any Content, including any reliance on the quality, integrity, accuracy, completeness, or usefulness of such Content. We may refuse or delete any Content, including Content of which we become aware that fails to fulfill the purpose of the CounterCraft Solution, is in breach of these Terms, is otherwise contrary to law, or is otherwise inappropriate in our discretion. We do not guarantee the

accuracy, integrity or quality of any Content. Under no circumstances will we be liable in any way for any Content, including, but not limited to, liability for any errors, inaccuracies, or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content. We will have no obligation or liability to maintain, store, or license Content, protect and maintain Content owners' intellectual property rights, or to enforce these Terms. You hereby waive and release any claims you may have against us arising or resulting from use or misuse of Content or your inability to effectively use Content, your failure to comply with these Terms, or for any act, omission, or conduct of any CounterCraft Solution user.

5.4 Account Data. While we will endeavor to back up data, we have no responsibility or liability for the deletion or failure to store any Content. You acknowledge and agree that your Content will not be retrievable or accessible except via your authorized use of the CounterCraft Solution, and that we are under no obligation to compile and return to you your Content, including if you elect to deactivate your account, except as we may otherwise agree in writing.

6.0 OTHER APPLICATIONS

You are solely responsible for the Other Applications. Under no circumstances will we be liable in any way for Other Applications, including, but not limited to, liability for any errors or omissions in any Other Applications, or for any loss or damage of any kind incurred as a result of the use of the Other Applications. You hereby waive and release any claims you may have against us arising or resulting from use, misuse, alteration or loss of Other Applications. If the providers of Other Applications cease to make the Other Applications available for interoperation with the corresponding features of the CounterCraft Solution and on reasonable terms or otherwise, we may cease providing such features of the CounterCraft Solution, without entitling you to any refund, credit or other compensation.

7.0 ORDERS & PAYMENT

By providing us or our authorized distributor with a billing account, you represent and warrant that you: (a) are authorized to use the billing account that you provided and that any payment information you provide is true and accurate; and (b) authorize us to charge you using your billing account. You agree to provide current, complete and accurate purchase and account information for all purchases made. You agree to promptly update your account and other information so that transactions can be completed and we can contact you as needed. You will bear and be responsible for the payment of all credit card or payment processor fees, and for any taxes, including all sales, use, value-added, import duties, rental receipt, personal property or other taxes and their equivalents which may be levied or assessed in connection with these Terms or provision of the CounterCraft Solution (excluding only taxes based on our net income). Vendor shall state separately on invoices taxes excluded from the fees, and the End User 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 FAR 552.212-4(k).

8.0 SUPPORT SERVICES

Subject to your compliance with these Terms, we may, in our sole discretion, provide the following Support Services:

- We may use commercially reasonable efforts to provide email help desk, query and incident support, in support of your use of the CounterCraft Solution.
- We may implement for your benefit all upgrades, enhancements, ports, bug fixes, and new releases to the CounterCraft Solution when and if, in our sole discretion, developed by us.

9.0 COUNTERCRAFT SOLUTION INTEGRITY

9.1 Prohibited Acts. You are prohibited from breaching or attempting to breach any security features of the CounterCraft Solution, including, without limitation: (a) accessing content, data, information or materials not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the CounterCraft Solution, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with use of the CounterCraft Solution by any user, host, or network, including, without limitation, by means of submitting a virus, overloading, flooding, spamming, mail bombing, or crashing; (d) publishing or linking to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy or anonymity; (e) forging any TCP/IP packet header or any part of the header information; (f) accessing or tampering with non-public areas of the

CounterCraft Solution, our computer systems, or the technical delivery systems of us or our providers; (g) publish, post, upload or otherwise transmit any data, material, information or content that contains any viruses, trojan horses, worms, time bombs, corrupted files or programming routines or mechanisms that are intended to damage, interfere with, monitor, intercept or expropriate any systems, data, information or property; (h) accessing or attempting to access the CounterCraft Solution by any means (automated or otherwise) other than through the currently available, published or enabled interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us; or (i) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code or other information used by us in providing the CounterCraft Solution.

9.2 **Illicit Access.** You will not attempt to gain unauthorized access to other accounts, computer systems or networks connected to any of our servers, through hacking, password mining or any other means. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available through the CounterCraft Solution, which is for your personal/internal and individualized use only. Without limiting the generality of the foregoing, you will not publish, distribute or transmit to the general public via any medium the CounterCraft Solution, except through and as otherwise authorized by us, and you will not engage in framing, mirroring, or otherwise reproducing or simulating the appearance or function of the CounterCraft Solution. You will not remove any copyright, trademark or other proprietary rights notices associated with or visible via use of the CounterCraft Solution.

10.0 DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY & INDEMNITY

10.1 **Disclaimer.** COUNTERCRAFT warrants that the software will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with software written materials accompanying it. except as expressly set forth in the foregoing, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, we provide the CounterCraft Solution on an as-is, as-available basis with all faults, and, except for the Warranty Policy, **WE DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE COUNTERCRAFT SOLUTION, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** Specifically, we make no warranty that (a) the CounterCraft Solution will meet your requirements, goals or needs, (b) CounterCraft Solution access will be uninterrupted, timely, secure or error-free, or (c) any errors or deficiencies in the CounterCraft Solution will be corrected. Because no online system is perfectly secure or reliable, the internet is an inherently insecure medium, and the reliability and security of hosting services, internet intermediaries, your internet service provider, and other application or service providers cannot be assured, you accept such inherent security risks associated with your use of the CounterCraft Solution.

10.2 **Exclusion.** Notwithstanding any other provision of these Terms, our maximum cumulative aggregate liability for all claims, liabilities or obligations arising under or relating to the "**Subject Matter**" (defined as these Terms, the Privacy Policy, Other Applications, and the CounterCraft Solution), regardless of the number of claims or the theory of liability, whether for breach of these Terms, including breach of warranty, or in tort or otherwise, will not exceed all amounts paid by you for Use Licenses, if any, during the three-month period preceding the occurrence of the claim or event giving rise to liability. We will not be liable for any indirect, punitive, special, incidental or consequential damages, or liable for interruption of business, diminution of value, cost of replacement, downtime, loss of profits, revenue, use, data, Other Applications, or other economic advantage, in connection with, related to or arising out of the Subject Matter, regardless of the theory of liability, whether for breach of these Terms, including breach of warranty, or in tort or otherwise, even if we have been previously advised of the possibility of such damages. Liability for damages will be so limited and excluded, regardless of the validity or efficacy of any remedy provided herein and even if any remedy fails of its essential purpose. The provisions of this section allocate the risks under these Terms between the parties and each party has relied upon the limitations set forth herein in determining whether to enter into this relationship. The parties have voluntarily agreed to define the parties' rights, liabilities and obligations respecting the Subject Matter exclusively in contract pursuant to these Terms, and each party expressly disclaims that such party is owed any duties or are entitled to any remedies not expressly set forth in these Terms. The foregoing limitations and exclusions apply to the maximum extent permitted by applicable law. . 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.

11.0 TERMINATION

Rights to the CounterCraft Software and access to the CounterCraft Service will terminate immediately upon your breach of these Terms. We may additionally terminate rights and access if your manner of using the CounterCraft

Solution exceeds normal and reasonable usage, including via unauthorized automated (non-human) initiated requests, or otherwise, and such excessive or detrimental use has not been corrected by you within one business day of our written notice to you. We may on written notice terminate rights granted under these Terms in the event the CounterCraft Solution in whole or in part is in our reasonable judgment subject to the intellectual property rights of any other person or entity. The rights under this section are in addition to any other rights and remedies permitted by law or under these Terms. Breach of these Terms may result in pursuit of all available remedies for intellectual property rights (including intellectual property rights infringement), the availability of which you hereby acknowledge. We may terminate your Use License for cause, including without limitation for: (a) violation of these Terms; (b) abuse of CounterCraft resources or any attempt to gain unauthorized entry to the CounterCraft Solution; (c) use of the CounterCraft Solution in a manner inconsistent with its purpose; or (d) requirements of or for failure to comply with applicable law, regulation, court or governing agency order. Upon termination of rights or access for any reason, all licensed rights granted under these Terms, access to the CounterCraft Service, and all Support Services will terminate, and you will immediately cease all use, and destroy all copies, of the CounterCraft Software.

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, COUNTERCRAFT 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.

12.0 GENERAL PROVISIONS

12.1 Governing Law; Choice of Forum. The Subject Matter (as defined in section 10.2), and any disputes between us and related to or concerning any of the Subject Matter (including tort as well as contract claims, and whether pre-contractual or extra-contractual), notwithstanding the choice of laws rules of any jurisdiction to the contrary, will be governed by the procedural and substantive laws of New York, USA, if you are headquartered or domiciled in North America, or the laws of Spain, if you are headquartered or domiciled anywhere else. The United Nations Convention the other party in writing of the improperly filed claim, and the other party has failed to withdraw the claim in a timely fashion.

12.2 Limitation. You agree that regardless of any statute of limitations to the contrary, any claim or cause of action arising out of or related to the Subject Matter must be filed within one year after such claim or cause of action arose, or be forever barred. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period established by applicable law.

12.3 Assignment. These Terms will not be assigned, delegated, or transferred by you, in whole or in part, whether voluntarily, involuntarily, by merger, consolidation, dissolution, sale of assets, or otherwise, without our prior written consent. Any such purported assignment, delegation or transfer without such written consent will be void. We may at any time assign these Terms without prior consent or notice. These Terms will be binding on, and inure to the benefit of, the parties and their respective and permitted successors and assigns.

12.4 Injunctive Relief. You acknowledge and agree that breach of these Terms, or any unauthorized use, disclosure or distribution of the CounterCraft Solution, may cause irreparable harm to us, the extent of which would be difficult to ascertain, and that we will be entitled to seek immediate injunctive relief (in addition to any other available remedies), in any court of competent jurisdiction under the applicable laws thereto (and such proceeding, and our right to prosecute such a claim, is not subject to arbitration).

12.5 Miscellaneous. The Terms constitute the entire agreement between you and us and govern your use of the CounterCraft Solution, superseding any prior agreements, understandings, communications or proposals. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms will remain in full force and effect. No waiver of any provision of these Terms will be deemed a further waiver or continuing waiver or such provision or any other provision, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. In the event of any conflict or inconsistency between these Terms and any CounterCraft website page (including any page describing or summarizing the CounterCraft Solution, your or our rights, obligations, and/or these Terms), these Terms will control. Nothing herein will be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between us and any user or other person or entity, nor do these terms extend rights to any third party.

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