

Global Security Operations Center-as-a-Service (GSOCaaS) Terms

These Global Security Operations Center-as-a-Service Terms (“**GSOCaaS Terms**”) are part of that certain Master Products and Services Agreement (including the General Terms contained therein and all **Schedules A** thereto, the “**Agreement**”) between Securadyme Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services (“**AUTS**”), and Client (as defined in the Agreement). These GSOCaaS Terms (together with the Agreement more generally) govern those certain Services, pertaining to AUTS’s threat monitoring services, analyst services, and products that may be licensed from a third party, as may be specified in any **Schedule A** to the Agreement, more fully described herein (collectively, the “**GSOC Services**”). Certain words that are capitalized but not defined herein have the meanings ascribed to them in the Agreement. As provided in the Agreement, the General Terms and these GSOCaaS Terms may be modified by AUTS from time to time and are available at <https://www.aus.com/service-terms>, and any such modification shall take effect immediately upon the posting of the modified General Terms or GSOCaaS Terms (as the case may be) at such site or upon written notice to Client.

1. **GSOC SERVICES:** In consideration for Client’s payment of all applicable fees and costs set forth in **Schedule A**, AUTS grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the GSOC Services during the subscription term set forth in **Schedule A** (“**Term**”) for Client’s internal business purposes according to the restrictions set forth in these GSOCaaS Terms and the Agreement. AUTS hereby agrees at its expense to use commercially reasonable measures to deliver the GSOC Services to Client subject to these GSOCaaS Terms, any scheduled downtime, force majeure event, or other event outside of AUTS’S reasonable control.
2. **RESTRICTIONS:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the GSOC Services or any portion thereof, or content stored thereto; (ii) reproduce the GSOC Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the GSOC Services or provide access to the GSOC Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the GSOC Services, as applicable; contained within the GSOC Services or content stored thereto; or (v) use the GSOC Services or content stored thereto other than as provided herein.
3. **HARDWARE:** It is further agreed that none of the associated hardware and/or other equipment associated with the GSOC Services or used by Client to access the GSOC Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is owned by or the responsibility of AUTS.
4. **AVAILABILITY:** Client acknowledges and agrees that the GSOC Services, and AUTS’S rights hereto, may be fulfilled, executed, delivered, provided, and/or serviced by Technical Providers (as defined in the Agreement) and such Technical Providers or AUTS shall be granted all necessary access to its facilities. In the event of termination or expiration of these GSOCaaS Terms or the Agreement for any reason, AUTS shall have no obligation to ensure and/or provide continuation of the GSOC Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the GSOC Services or any portion thereof, and assume no liability for any claim that may arise with respect to the GSOC Services or Client’s use or inability to use the GSOC Services.
5. **HOSTING AND SUPPORT:** Client is responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Client to effectively access the GSOC Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client’s internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the GSOC Services. AUTS or a Technical Provider will use commercially reasonable efforts to support the GSOC Services, and maintain its accessibility for Client during the Term; provided, however that AUTS makes no representation or warranty regarding availability.
6. **DEFAULT:** If Client fails to keep the GSOC Services reasonably secure (e.g. failing to prohibit third party access) or fails to perform or fulfill its other obligations under these GSOCaaS Terms in any material respect, Client shall be in breach of these GSOCaaS Terms, provided, however, that Client shall have five (5) days from the date of notice of breach by AUTS to cure such breach (if such breach is capable of being cured). In the event Client does not cure a breach, then without limitation of AUTS’s other rights and remedies under the Agreement, AUTS may, in its sole discretion (a) cure such breach and the cost of such action may be added to Client’s financial obligations under these GSOCaaS Terms; or (b) declare Client in breach of the GSOCaaS Terms. In the event of breach, AUTS may, as permitted by law, immediately suspend the GSOC Services and terminate the GSOCaaS Terms. Termination of the GSOCaaS Terms shall not terminate the Agreement. Termination shall not affect Client’s obligation to pay all amounts owed hereunder, including fees due for the entire, then current term or which Client is contractually committed.
7. **USE OF GSOC SERVICES:** At the expiration of the Term or upon termination, Client’s right to access the GSOC Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.
8. **PROPER USE:** Client shall only use the GSOC Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from AUTS and/or the Technical Provider. Client agrees to secure and maintain during the term of this Agreement, any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed. Client agrees to maintain any permit or license during the term of these GSOCaaS Terms.
9. **CUSTOMIZATION:** If requested by Client and as mutually agreed by execution of a separate Consulting Agreement, AUTS may provide reasonable software customization services, data conversion services, data retrieval services, and additional reports (“**Customization Services**”). Such Customization Services shall be provided for additional fees, at AUTS’s then current standard rates, or as agreed in writing by AUTS and Client. AUTS will respond to such requests within a reasonable time after receipt of Client’s written request. AUTS makes no representation that all requests for Customization Services can be honored.
10. **AUTS REPRESENTATIONS:** AUTS hereby represents and warrants to Client that (a) it has the ability to provide the GSOC Services as provided in these GSOCaaS Terms, (b) it will, in the performance of these GSOCaaS Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the GSOC Services will conform in all material respects with any specifications agreed to by AUTS in writing. AUTS reserves, on its own behalf and on the behalf of its Technical Provider, the right to make changes or improvements to the GSOC Services without notice to Client, subject to its business policies, technologies, practices, and procedures. Notwithstanding the foregoing, AUTS will not make changes which materially degrade the features or functionality of the GSOC Services without providing Client the ability to terminate these GSOCaaS Terms.
11. **CLIENT REPRESENTATIONS:** Client hereby represents and warrants to AUTS that (a) access to the GSOC Services are solely for use in the conduct of the Client’s internal business, (b) Client will comply with all with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the GSOC Services, and (c) any data provided to AUTS will be done only after obtaining appropriate and/or legally required consents of such persons or parties required on behalf of both Client and AUTS.
12. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT ELSEWHERE IN THESE GSOCaaS TERMS, AUTS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS TECHNICAL PROVIDERS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTS DOES NOT WARRANT THAT THE GSOC SERVICES WILL MEET ALL OF CLIENT’S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. AUTS DISCLAIMS ANY WARRANTY THAT THE GSOC

SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE GSOC SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

13. **DATA:** Data, including all information that identifies Client and/or contains PII (as defined below), collected or generated through Client's use of the GSOC Services involving, incidents, newsfeeds, rss feeds, and open-source information (the "Unfiltered Data") and analyst reports, email updates, and threat analysis ("Analyst Data"), shall be owned by Client. Notwithstanding the foregoing, AUTS will have the right to access the Unfiltered Data and Analyst Data at any time and retain a copy of such data upon termination of the Agreement and/or the GSOCaaS Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of AUTS or is assigned to AUTS. AUTS shall have the right to delete any stored Unfiltered Data from its systems after thirty (30) days and any stored Analyst Data after three-hundred and sixty-five (365) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the Parties. AUTS makes no representation that all requests for storage beyond said timeframe can or will be honored. AUTS will respond to such requests within a reasonable time after receipt of Client's written request. Within thirty (30) days of any expiration or termination of these GSOCaaS Terms, Client shall have the right to access and obtain a copy of the stored Unfiltered and Analyst Data upon request to AUTS which data shall be provided in a format reasonably determined by AUTS.
14. **OWNERSHIP:** The GSOC Services are licensed on a subscription basis to Client and not sold. The GSOC Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of AUTS or the Technical Provider, even if installed in or attached to real property by Client. Except as expressly provided herein, AUTS or the Technical Provider shall retain all right, title, and interest in and to the GSOC Services, including, but not limited to, all intellectual property rights therein.
15. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Client to AUTS or the Technical Providers related to the GSOC Services or the Customization Services, and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback." AUTS shall own all Feedback, and Client hereby assigns to AUTS all of its rights, title, and interest in and to all Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Client hereby grants to AUTS a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit all Feedback and derivatives thereof without restriction.
16. **SEVERABILITY:** If any part or parts of these GSOCaaS Terms shall be held unenforceable for any reason, the remainder of these GSOCaaS Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these GSOCaaS Terms invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
17. **INDEMNIFICATION:** Except for damages, claims or losses due solely to AUTS's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, shall indemnify, defend, and hold AUTS, its members, officers, employees, agents, Technical Providers, agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person, damage to property, Client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to the GSOCaaS Terms. AUTS agrees to indemnify and hold Client and Client's property, free and harmless from any liability for losses or claims arising from or relating to any third party claim or allegation that the GSOC Services infringe, violate, or misappropriate any valid U.S. patents, registered copyrights and registered trademarks. AUTS shall have no indemnity obligations hereunder to the extent any infringement claim was caused in whole or in part by the combination of any of the GSOC Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the GSOC Services or any part thereof become, or in AUTS's opinion be likely to become, the subject of any claim of infringement, AUTS shall, at its option, either: (1) obtain for Client the right to continue using the GSOC Services; (2) replace or modify the affected portion of the GSOC Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these GSOCaaS Terms and refund to Client any prepaid but unused fees as of the date of termination. Client hereby waives all right of subrogation against AUTS and AUTS's insurance carrier, if any, and agrees to carry its own insurance for general commercial liability, cyber and privacy claims, personal injury and property damage. Said liability policy shall be sufficient to fulfill its indemnification and defense obligations hereto. AUTS agrees to maintain sufficient insurance coverage to cover its obligations hereunder and such coverage expressly applies and overwrites any insurance and indemnification requirements in the Agreement as they relate to the GSOC Services and Client shall only look to this provision in relation to the GSOC Services.
18. **ADDITIONAL INSURED:** Client hereby waives and releases AUTS from any and all requirements or obligations that Client or any other party, now or in the future, be named or included as an "additional insured" as it relates to these GSOC Services.
19. **BINDING EFFECT:** The covenants and conditions contained in these GSOCaaS Terms shall apply to and bind AUTS and Client and the heirs, legal representatives, successors and permitted assigns of AUTS and Client. These GSOCaaS Terms shall survive termination or expiration of the GSOC Services.
20. **CONFIDENTIAL MATERIAL:** Both Parties expressly acknowledge and agree that they have a special responsibility under the law to keep any and all data that could potentially be used to identify a particular person ("PII") private and confidential. Both Parties acknowledge that the PII to which they may have access to constitutes Confidential Information and neither party shall in any way possess or shall gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Client shall be responsible for costs associated with and timely response to third Party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of PII. Both AUTS and Client acknowledge and understand that PII may be subject to the subscriber privacy protections set forth in any data security and privacy laws. Both Parties agree that they shall use such PII in strict compliance all applicable laws governing the use, collection, disclosure and storage of such PII.