

## MyCISO End User License Agreement

This End User License Agreement (“EULA” or “Agreement”) is a legal agreement by and between MyCISO Pty Ltd (ABN) 97 649 173 535 whose principal office is at Level 13, 50 Margaret Street, Sydney NSW 2000, Australia (“MyCISO”) and the Customer (“Licensee”). The Product shall be provided in accordance with the specific terms and service levels (“Service Descriptions”) set forth at [www.myciso.co/terms](http://www.myciso.co/terms) or a successor URL. Licensee will submit an Order for the license in respect of the Product as described in the Service Descriptions, either directly with MyCISO or via a Provider. An Order may be accepted by manual or electronic signature of the Quote, a Purchase Order that corresponds to a Quote or via a Provider Order.

This EULA is a legal agreement by and between the Licensee and MyCISO, the terms of which may be incorporated into the MyCISO Licensee Agreement.

### 1. DEFINITIONS

#### 1.1 Definitions

“**Affiliates**” means an entity controlling, controlled by or under common control with MyCISO or Licensee, where “control” means (i) owning 50% or more of an entity’s voting rights, partnership or membership interests or similar; (ii) having the right to appoint 50% or more of an entity’s board of directors or similar governing body; or (iii) having the right to 50% of more of the profits of an entity of 50% or more of the assets of an entity upon dissolution.

“**Applicable Data Protection Law**” means all applicable data privacy and data protection regulations, including to the extent applicable, the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”).

“**Confidential Information**” means all information disclosed by one party or any of its affiliates to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. MyCISO Confidential Information includes the terms of this Agreement, Products, Services, MyCISO IP, and any information Licensee derives from benchmarking the Products or Services.

“**Customer**” means a user of the app that has been granted access and has logged in. A Customer can be either a Provider, an end client, or an end client’s staff user.

“**MyCISO IP**” means all patents, copyrights, trade secrets, and other intellectual property rights in or related to Products and/or Services.

“**Order**” means a transactional document (such as an order form, customer quote, customer confirmation, a purchase order) that incorporates the terms of this Agreement, and is agreed between MyCISO and Licensee (or MyCISO and the Provider) for the provision of the Product to the Licensee on the terms contained in this EULA.

“**Product**” means the Software, and Documentation.

“**Personal Data**”, “**Process**”, “**Data Processor**” and “**Data Controller**” have the same meanings as in the General Data Protection Regulation.

“**Privacy Policy**” means MyCISO’s privacy policy, as amended from time to time and found at [www.myciso.co/terms](http://www.myciso.co/terms) or a successor URL.

“**Provider**” means a third party who is authorised to resell or refer MyCISO’s Products and Services.

“**Sanctioned Country**” means a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine).

“**Sanctioned Person**” means any person (i) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control or in any Export-Control-Related list of designated persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (ii) operating, organized, or resident in a Sanctioned Country; (iii) the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country; or (iv) owned or controlled by one or more such persons.

“**Software**” means software licensed by MyCISO to Licensee hereunder, including updates, modifications, design data, and all copies thereof. Software includes associated APIs, as well as scripts, toolkits, libraries, reference or sample code, and similar materials.

### 2. LICENSE GRANT AND CONDITION

2.1 **License Grant.** Subject to the terms of this Agreement, MyCISO grants the Licensee a nonexclusive, non-transferable, revocable, temporary, limited license, to access and use the Product during the Term, for Licensee’s internal business purposes. The Software is the trade secret of MYCISO or its licensors. Licensee may copy Software only as required to support the authorised use. The license may, at the sole and absolute discretion of MyCISO, be extended to a Provider and/or Licensee Affiliates subject to their compliance with the terms of this Agreement and the Licensee remains liable for any breach by them.

The Product will be deemed accepted upon delivery of the access information.

2.2 **Order and Delivery.** Upon processing of the applicable Order, MyCISO will make available the Product to the Customer. Delivery of the Software occurs when MyCISO makes the Software available to Licensee via a user registration email that will grant Customer access to the app.

2.3 **No Intellectual Property Assignment.** MyCISO owns all right title and interest to all versions of the Product and all data related to the Product, and the creation, development and delivery of the same, and nothing in this Agreement will constitute a transfer of any such intellectual property rights and/or other rights to the Licensee (or the Provider). Licensee acknowledges and agrees that the Software and Documentation are provided only as a subscription under license (and not sold) to the Licensee. MyCISO and/or its Affiliates and/or licensors retain all right title and interest in and to the Software and all intellectual property rights relating to the Software, except as expressly granted to the Licensee under this Agreement.

2.4 **Feedback.** If Licensee provides any feedback, including but not limited to suggestions for changes or enhancements, (collectively “**Feedback**”) related to the Product, such Feedback may be used by MYCISO without condition or restriction, and MyCISO will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate such Feedback in the Product. In no event will the Feedback be deemed to be Confidential Information of the Licensee.

2.5 **License Compliance.** MyCISO reserves the right to embed a reporting mechanism in Software to determine unauthorized use of licenses. The mechanism does not transmit technical or business data that Licensee processes with Software.

2.6 **Third-Party and Open Source Software.** Products may contain third-party technology, including open source software (“**Third-Party Technology**”). Third-Party Technology may be licensed by third parties under separate terms (“**Third-Party Terms**”). Third-Party terms are specified in the Documentation solely with respect to Third-Party Technology. If Third-Party Terms require MyCISO to furnish Third-Party Technology in source code form, MyCISO will provide it upon written request and payment of any shipping charges.

2.7 **Licensee Restrictions.** Licensee will:-

2.7.1 only use the Product for Licensee’s and its Affiliates’ own internal business purposes and will not distribute, publish resell, lease, transfer or otherwise allow use of or make available the Product for the benefit of any third party, except as otherwise expressly provided in this EULA and/or by written approval of MyCISO;

2.7.2 not use their account for commercial purposes;

2.7.3 not create derivative works based on the Product, or cause or permit others to do so;

2.7.4 not modify, reverse engineer, translate, disassemble or decompile the Product, or permit others to do so. Licensee will use Software provided in source code form only to modify or enhance Software for its authorized use. Licensee will not subject Software to any open-source software license that conflicts with this Agreement or that does not otherwise apply to such Software. Licensee will only use APIs identified as published in the Documentation and only as described therein to support the authorised use of Software.

2.7.5 not access the Product in order to build a competitive product or service or for comparative analysis (including without limitation benchmarking);

2.7.6 not access the Product in order to infringe or misappropriate any intellectual property included in the Product;

2.7.7 only use the Platform in accordance with the Documentation. The Licensee will use MyCISO Products and Services in accordance with the Documentation and may only use the Platform for one entity.

2.7.8 not remove, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software or Documentation;

2.7.9 not use the Software or Documentation in violation of any applicable data protection laws or any other applicable law, regulation or rule.

2.7.10 The restrictions set out in this clause 2.7 do not apply to the extent they conflict with mandatory applicable law.

## **2.8 Licensee Responsibilities**

2.8.1 Licensee will implement and maintain appropriate administrative, technical, organisational and physical security measures to protect the Software and license key from any unauthorised use or access. Licensee will be liable for all uses, and all actions and omissions regarding use, of the Software and Documentation through access provided by Licensee (whether directly or indirectly), including use by its employees, contractors or agents. Licensee is responsible for the security of Licensee's systems and data, including Products on Licensee's systems. Licensee will take commercially reasonable steps to prevent any security breach, including but not limited to malware, viruses, spyware, and Trojans.

2.8.2 Licensee will maintain and store all databases resulting from use of the Software for a period of seven (7) years from the expiration or earlier termination of this Agreement.

2.8.3 Licensee will defend, indemnify and hold harmless MyCISO and its Affiliates, and their officers, directors, employees and consultants, in the event of any third party claim or regulatory action arising out of the Licensee's breach (or alleged breach) of the terms of this clause 2.

2.8.4 Upon MyCISO's written request, Licensee will conduct a review of its use of the Software and certify to MyCISO in writing that it is in full compliance with this Agreement or, if non-compliant, then Licensee shall notify MyCISO and immediately remedy such non-compliance and provide MyCISO with written notice of the same.

2.9 **Third Party Hosting of Software; Indemnity.** If Licensee intends to access the Software via a license granted by a Provider, MyCISO may require the Licensee and/or the Provider to enter into a separate written agreement with MyCISO as a condition of its consent. Software hosted by a Provider must remain under Licensee's sole control at all times, unless management and operation of Software by the Provider is explicitly approved by MyCISO, in which case Licensee will ensure that the Provider manages and operates Software in conformance with this Agreement and solely for Licensee's internal business purposes as permitted herein. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of Software, Licensee shall immediately terminate Provider's access to Software. A breach of this Agreement caused by a Provider will constitute a breach by Licensee. Licensee will indemnify and hold MyCISO and its affiliates harmless from all claims, damages, fines, and costs (including attorney's fees and expenses) arising in connection with Licensee's use of the Provider's services. Licensee will notify MyCISO if the Provider or its relevant business comes under the control of a third party, in which case MyCISO may withdraw its prior consent.

2.10 **Third-Party Claims.** Licensee acknowledges that MyCISO does not control Licensee's processes or the creation, validation, sale, or use of Licensee's products. MyCISO will not be liable for any claim or demand made against Licensee by any third party, except for MyCISO's obligations to indemnify Licensee against infringement claims as expressly set forth herein.

2.11 **Responsibility for Users.** Licensee is liable for a breach of this Agreement by any user of the Products or Services.

2.12 **Host Identifier.** Licensee will provide MyCISO with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for MyCISO to generate a license file enabling Software access per the scope of the licenses granted under each Order.

2.13 **Audit.** Licensee will at all times maintain records identifying Software, the location of each copy thereof, and the location and identity of workstations and servers on which Software is installed. MyCISO may, during regular business hours and upon reasonable advance notice, conduct an audit of Licensee's compliance with this Agreement. Licensee will permit MyCISO or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist MyCISO in determining compliance with this Agreement. MyCISO and its agents will comply with reasonable security regulations while on Licensee's premises.

## **3. DATA PROCESSING, COLLECTION AND USE**

3.1 Licensee acknowledges that MyCISO may collect and store information regarding use of the Software, equipment on which the Software is installed, or equipment through which the Software is

accessed. In such circumstances, such information will either not include Personal Data, or, if MyCISO does process Personal Data in connection with the Product or use of the Product, such data will be anonymised and used for the purposes of Product improvement and/or for research and information purposes, where required. Such data may, without limitation, be used for the production of reports for Licensee's, or its users' purposes. All data will be held by MyCISO for as long as necessary for the purpose for which it was collected. The Licensee may request the removal or destruction of such data by emailing: [help@myciso.co](mailto:help@myciso.co).

3.2 Further, the terms of MyCISO's Privacy Policy are incorporated herein by reference and will apply to the use of the Product. Licensee acknowledges that MyCISO may use such information for any purpose related to any use of the Software by the Licensee or on the Licensee's equipment, including but not limited to:-

3.2.1 improving the performance of the Software; and

3.2.2 verifying Licensee's compliance with the terms of this Agreement and enforcing MyCISO's rights, including intellectual property rights in the Software.

3.2.3 MyCISO will have no obligations with respect to the Software, under any Applicable Data Protection Law. Further, to the extent Personal Data is Processed using the Software, the Licensee acknowledges that MyCISO will, unless otherwise expressly stated in this EULA, have no access to the Personal Data and therefore is not a Data Processor or Data Controller, other than such Personal Data as MyCISO collects for legitimate business purposes, to facilitate this Agreement. Licensee will Process any Personal Data only in accordance with Applicable Data Protection Law.

3.2.4 Licensee will indemnify and hold harmless MyCISO, its affiliates and their representatives from any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Licensee's noncompliance with applicable data protection laws.

## **3.3 Export**

3.3.1 MyCISO's obligations under this Agreement are conditioned upon Licensee's compliance with, and Licensee agrees to comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("**Export Laws**"). Licensee represents that any Products and any derivatives thereof will not be (i) accessed by a Sanctioned Person, (ii) exported (including any 'deemed exports'), distributed, delivered, sold, supplied, or otherwise transferred, directly or indirectly, to any Sanctioned Person or otherwise in a manner contrary to the Export Laws, (iii) used for any purpose prohibited by the Export Laws (iv) used for non-civilian purposes. Without limiting the foregoing, Licensee represents and warrants that (i) it is not a Sanctioned Person, and (ii) it will not download or access, or facilitate a third party's download or access of, any Product from a Sanctioned Country. Licensee will, at least once per year, review and update its list of users who have access to a Product and confirm that no such user is a Sanctioned Person and that all such users may continue to access Products in compliance with Export Laws. MyCISO may conduct the necessary Export Laws checks and, upon request, Licensee will provide MyCISO with any necessary information within 72 hours of MyCISO's written request.

3.4 **Information Disclosure.** If Licensee discloses to MyCISO any information that is subject to Export Laws that require controlled data handling, Licensee will provide written notice to MYCISO personnel in advance of each instance of disclosure and will use the notification tools and methods specified by MyCISO.

3.5 **Remedies, Indemnification.** In the event that Licensee fails to comply with any provision of Section 3.5 or violates any Export Laws in connection with Products or Services, MyCISO will have the right to take action in accordance with the terms of this Agreement and as required by U.S. law or the applicable law. Further, Licensee will indemnify and hold harmless MyCISO, its affiliates and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Licensee's noncompliance with Section 3.5, including Licensee's violation or alleged violation of any Export Laws.

3.6 **Impediments.** MyCISO will not be obligated to perform under this Agreement if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

## **4. CONFIDENTIALITY**

4.1 The receiving party will (i) not disclose Confidential Information, except on a need-to-know basis to its employees, affiliates' employees, consultants, contractors, and financial, tax and legal advisors; and with respect to the use of Products solely as authorized by the agreed

license terms, (ii) use and copy Confidential Information only as required to exercise rights or perform obligations under this Agreement, and (iii) protect Confidential Information from unauthorized use or disclosure. The receiving party (i) will ensure that all its recipients of Confidential Information are bound by confidentiality obligations and use restrictions at least as restrictive as those herein, and (ii) will be liable for compliance with this Section by each of its recipients. MyCISO and its affiliates may name Licensee as a Licensee on their websites and in Licensee lists and other marketing materials.

**4.2 Exclusions.** The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

## **5. LIMITATION OF LIABILITY AND INDEMNIFICATION**

**5.1 Limitation of Liability.** THE ENTIRE, COLLECTIVE LIABILITY OF MYCISO, MYCISO'S AFFILIATES, LICENSORS, AND REPRESENTATIVES, FOR ALL CLAIMS AND DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT, IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT PAID TO MYCISO FOR THE SOFTWARE LICENSE, OR PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. IN NO EVENT WILL MYCISO, MYCISO'S AFFILIATES, LICENSORS, OR THEIR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS, OR LOST DATA OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY THE LICENSEE ON ANY INFORMATION OBTAINED FROM MYCISO, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION OR FAILURE OF PERFORMANCE. FOR PRODUCTS AND SERVICES PROVIDED AT NO CHARGE, MYCISO, MYCISO'S AFFILIATES, MYCISO'S LICENSORS, AND THEIR REPRESENTATIVES, SHALL HAVE NO LIABILITY WHATSOEVER. WITHOUT LIMITING THE FOREGOING, LICENSEE MAY NOT MAKE A CLAIM UNDER THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE EVENT GIVING RISE TO THE CLAIM IS OR SHOULD HAVE BEEN DISCOVERED BY LICENSEE.

### **5.2 Intellectual Property Infringement Indemnity.**

**5.3 Infringement Claim Indemnity.** MyCISO will indemnify and defend, at its expense, any action brought against a Licensee to the extent that it is based on a claim that any Product infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Licensee by a court of competent jurisdiction or agreed in a settlement, provided that Licensee gives MyCISO: (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim, and (iii) sole authority to defend or settle the claim. MyCISO will not admit liability or incur obligations on Licensee's behalf without Licensee's prior written consent, which shall not be unreasonably withheld.

**5.4 Injunction.** If a permanent injunction is obtained against Licensee's use of a Product, MyCISO will obtain for Licensee the right to continue using the Product or will replace or modify the Product to become non-infringing. If such remedies are not reasonably available, MyCISO will refund the fees paid for the enjoined Product for the remainder of the license term, and accept the return of the Product. MyCISO may, in its sole discretion, provide the remedies specified in this Section to mitigate infringement prior to the issuance of an injunction.

**5.5 Exclusions.** Notwithstanding anything to the contrary herein, MyCISO will not have any liability or indemnification obligation to Licensee to the extent that an infringement claim arises out of (i) use of a prior version of the Product to the extent that a current version is non-infringing, (ii) failure to use a correction, patch, or new version of the

Product offered by MyCISO that performs substantially the same functions, (iii) use of the Product in combination with software, equipment, data, or products not provided by MyCISO, (iv) use of a Product provided at no charge (v) use of a Product that is designated as retired or not generally supported as of the date of the Order, (vi) any adjustment, modification, or configuration of a Product not made by MyCISO, or (vii) instructions, assistance, or specifications provided by Licensee.

**5.6 Sole and Exclusive Remedy.** Section 9.2 sets forth the sole and exclusive liability of MYCISO to Licensee for infringement of third-party intellectual property rights.

## **6. WARRANTIES AND DISCLAIMERS**

**6.1 Defects.** MyCISO warrants that, for a period of 30 days following the date Software is initially made available to Licensee under an Order, it will provide the material features and functions described in the Documentation. The foregoing warranty excludes (i) Software provided at no charge, (ii) Software provided upon re-mix, (iii) Software that is designated as retired or not generally supported as of the date of the Order, and MyCISO's entire liability and Licensee's exclusive remedy for a breach of this warranty will be, at MyCISO's option, to correct or work around errors, or replace defective Software or refund license fees paid for defective Software returned by Licensee.

**6.2 Disclaimer.** MYCISO MAKES NO WARRANTIES THAT THE FUNCTIONS PERFORMED IN RESPECT OF THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. MYCISO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE DATA AND/OR INFORMATION PROVIDED AS PART OF THE PRODUCT. SUCH DATA AND/OR INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE ACCURATE OR RELIABLE. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY MYCISO, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. MYCISO DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MYCISO DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. MYCISO DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT, REPRESENTATIONS ABOUT PRODUCTS, FUNCTIONALITY, OR SERVICES IN ANY COMMUNICATION WITH LICENSEE CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE.

**6.3** Any warranties provided by MyCISO in favour of the Licensee in this EULA will not apply and will become null and void if the Licensee or any user provided access to the Software by the Licensee (a) breaches any material provision of this Agreement; (b) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorised by MyCISO in writing; or (c) uses or modifies the Software other than as specified in the Documentation or expressly authorised by MyCISO in writing.

## **7. PAYMENT**

**7.1 Payment.** All fees are payable in advance in the manner set forth in the applicable Order and are non-refundable, except as may be expressly set forth herein. Fees are due within 30 days of the invoice date, unless otherwise agreed by the parties in writing. In the event of a conflict between the terms of this clause 7.3 and the terms of an applicable Order, the applicable terms of the Order will prevail. MyCISO may suspend or terminate Licensee's access to the Product for a material breach of this Agreement, including non payment of fees.

## **8. TERM AND TERMINATION.**

**8.1 Term.** This Agreement commences on the Effective Date and will continue for a period of twelve (12) months from the Effective Date ("Initial Term") or otherwise stipulated in a Quote from MyCISO to Customer. Upon the expiry of the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods (each a "Order Term") unless either party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the expiration of the then current term, or unless terminated in accordance with clause 8.2.

**8.2 Termination for Breach/Insolvency.** MyCISO may immediately terminate this Agreement, or any Product license granted hereunder upon notice to Licensee (i) for reasonable cause, including, without limitation, Licensee's unauthorized installation or use of Software, Licensee filing or being filed in bankruptcy/insolvency, Licensee ceasing

to do business, or any breach of Sections 2.3, 3, 7, or 8 of this EULA, (ii) in order to comply with the law or requests of governmental entities, or (iii) for any other breach that remains uncured after 30 days' notice thereof.

**8.3 Effect of Termination.** Upon termination of this Agreement, the licenses granted will immediately terminate. Upon termination of any license, Licensee will immediately remove and destroy all copies of Software, Documentation, and other MyCISO Confidential Information, and certify such removal and destruction in writing to MyCISO. No refund or credit will be given as a result of termination under this clause 2. Termination of this Agreement or license granted hereunder will not relieve Licensee of its obligation to pay all undisputed fees set forth in any Order, accrued before the effective date of termination, which fees will become due and payable immediately upon termination.

#### **9. ADDITIONAL TERMS AND CONDITIONS**

**9.1 MyCISO Affiliates.** Companies directly or indirectly owned or controlled by MyCISO's ultimate parent company may exercise MyCISO's rights and fulfill MyCISO's obligations under this Agreement. MyCISO remains responsible for its obligations hereunder.

**9.2 Assignment.** This Agreement will extend to and be binding upon the successors and permitted assigns of the parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Licensee without the prior written consent of MyCISO.

**9.3 Force Majeure.** Neither party will be liable for delay or failure to perform due to any cause beyond its reasonable control, which could not have been prevented by good industry practice, provided the delayed party promptly notifies the other party.

**9.4 Notices.** Notices relating to this Agreement will be in writing and sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.

**9.5 Language.** If MyCISO provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.

**9.6 Governing Law and Jurisdiction.** This Agreement shall be subject to the laws of New South Wales, Australia, without reference to any conflict of laws rules. Any dispute arising out of or in connection with

this Agreement shall be finally resolved by binding arbitration in accordance with ACDP rules. The seat of arbitration shall be Sydney, NSW, Australia. The arbitrators shall be appointed in accordance with the ACDP Rules, the language used for proceedings shall be English, and orders for the production of documents shall be limited to the documents on which each party specifically relies in its submission. Nothing in this Section shall restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction.

**9.7** Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section, the parties agree that MyCISO, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Products or Services are being used or Licensee has its place of business, (i) to enforce its intellectual property rights or (ii) for the payment of fees related to Products or Services.

**10. No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected, and such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

**11. Entire Agreement and Order of Precedence.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. This Agreement may not be varied other than in writing by manual signatures or electronic signatures of authorized representatives of both parties. In the event of a conflict between this EULA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to the Products or Services ordered thereunder. The terms of any purchase order or similar Licensee document are excluded and such terms will not apply to any Order for Products or Services, and will not supplement or modify this Agreement.