

XRATOR MASTER SERVICES TERMS AND CONDITIONS

BY ACCESSING OR USING ANY XRATOR OFFERINGS, YOU (“Client”) ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY XRATOR OFFERINGS.

These Master Services Terms and Conditions (“**XRATOR T&C’s**”) are issued by XRATOR Private Limited, registered number 20210917G, whose registered office is 541 Orchard Road, #09-01 Liat Towers, 238881 SINGAPORE (“**XRATOR**”), and the client (“**Client**”) identified on the Quote (as defined below).

XRATOR and Client are each sometimes referred to as a “Party” and collectively, the “Parties”.

Deviations of these XRATOR T&C’s are only enforceable if XRATOR has accepted those explicitly in writing.

These XRATOR T&C’s are fully part of the Quote (as defined below). In the event of a conflict between the specific terms of the Quote and the provisions of these XRATOR T&C’s, the specific terms of the Quote shall prevail.

Insofar the Client uses general terms and conditions for its suppliers or service providers, they are explicitly excluded, unless explicitly agreed otherwise in writing.

1. PROPOSAL.

A proposal sent by XRATOR is only an invitation to contract with XRATOR and is only addressed to the enterprises mentioned in the proposal. A proposal is valid for the period mentioned in the proposal itself, or if not mentioned explicitly, for thirty (30) calendar days after the date of the proposal.

XRATOR reserves the right to rectify errors in the proposal or withdraw a proposal before its acceptance by the Client.

2. AGREEMENT.

An agreement shall be concluded only after written confirmation by XRATOR of the receipt of the acceptance of the proposal by the Client (hereinafter referred to as the (“**Effective Date**”).

Any additions or other changes to the Quote are only valid after written confirmation of XRATOR. Evidently, these changes may also have an impact on the cost.

By accepting the proposal, the Client acknowledges being fully informed about all aspects of the Services (as defined below).

3. SERVICES.

3.1 Orders. XRATOR shall provide Client access to its proprietary cyber risk quantification solutions (the “**Solutions**”) subject to the terms and conditions set forth in these XRATOR T&C’s and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**” being the XRATOR ordering document that is signed by XRATOR and Client) and the applicable Solution documentation (the “**Documentation**”). If applicable, XRATOR shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”.

3.2 Go live. XRATOR will inform the Client of the go live of the Solutions. Client will notify XRATOR within 48h in case of any troubles with accessing the Solutions.

3.3 Login. XRATOR shall provide Client with login and password information for each user. Login and codes are strictly personal, and the user will safely store its codes. Client may be held responsible for all damages due to the improper use of storage of the login details of a user. Client will immediately contact XRATOR in case of loss or theft of the login details so XRATOR may take the appropriate measures. User accounts may not be shared. Furthermore, the Client will inform each user of these XRATOR T&C’s and Documentation and will be liable for and will indemnify XRATOR for any improper use of the Solutions or a breach of these XRATOR T&C’s or the Documentation by a user.

3.4 Number of Users. XRATOR will configure the Solutions based on the maximum number of users, as applicable depending on the Solutions ordered and as referenced in the Quote.

3.5 Third party rights. Client will determine itself which personnel it wants to be scanned and scored by the Solutions. In any case Client ensures it has the necessary authorizations to let XRATOR process the shared information and it does not infringe third party rights (including of its own employees) by doing so. Client will fully indemnify XRATOR for a lack of such authorizations or legal base for or for any infringement of third-party rights when sharing the information.

3.6 Upgrades and downgrades. Please contact us through our helpdesk in case of change of plan requests. Upgrades may be requested at any time and will become effective shortly after the acceptance of the Quote related to the request (usually within

one week). However, we reserve the right to withhold the upgrade until the payment of the related invoice. Downgrades may only become effective upon the renewal of a license term. The request should be sent at least one (1) month before the renewal.

3.7 XRATOR reserves the right, in its sole discretion and without incurring any liability to any Client, to update, improve, replace, discontinue, modify or alter the specifications for and functionality of the Services from time to time.

4. AFFILIATES.

XRATOR acknowledges that the Client has several Affiliates. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If applicable, the Client is allowed to also let its Affiliates use the Solutions following these T&C's. An infringement of these T&C's by such Affiliate will be deemed an infringement of the Client.

5. SUPPORT AND MAINTENANCE.

5.1 Client may contact the helpdesk on working days (so excl. Saturdays and Sundays) and this from 8am to 6pm.

5.2 Contact details of the helpdesk: support@x-rator.com.

5.3 Client accepts that only XRATOR or its appointed contractors may maintain the Solutions. The Client accepts that during such maintenance the Solutions may be temporarily unavailable, on which the Client will be pre-informed unless in case of urgent maintenance or updates. Any temporarily unavailability due to such maintenance will not result in any cost to be paid to the Client.

5.4 Client will immediately notify any deficiency and this within 24h of its discovery of the deficiency. XRATOR may not be held liable for the consequences of any late notification of such a deficiency.

6. RESPONSIBILITIES.

6.1 Client Data. Client represents that it has the right to authorize and hereby does authorize XRATOR to collect, store and process all contact data and all electronic data (including personal data, if any) which Client transmits to XRATOR to or through the Solutions ("**Client Data**"). Client shall maintain a copy of all Client Data it provides to XRATOR.

6.2 Use of Solutions and Data Privacy. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to XRATOR. XRATOR refers to its privacy policy mentioned on the homepage of XRATOR (<https://www.x-rator.com/privacy-policy>) which is deemed to be included in these XRATOR T&C's. The privacy policy can also be obtained at first request. Client acknowledges and agrees that XRATOR may use, process and/or transfer Client Data (including but not limited to intra-group transfers and transfers between countries or to any third parties) in connection with the provision of the Services; provided that the Client Data transferred will be protected at a standard that is comparable to that under the Personal Data Protection Act 2012 (No. 26 of 2012) and all other applicable Privacy Laws. Where applicable, Client shall ensure the proper legal base to record their personal data through the Solutions and/or transfer of their personal data outside of Singapore. Client shall give XRATOR notice in writing as soon as is reasonably practicable should it be aware of any changes or updates to any Client Data after disclosure. Client shall promptly notify XRATOR of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of these XRATOR T&C's. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and XRATOR has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, users.

6.3 Data Privacy. XRATOR shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. XRATOR shall immediately rectify, erase or complete any Client Data on receiving instructions to this effect from the Client. XRATOR undertakes in particular to rectify, erase or complete any Client Data if it appears that such measures are required by the requirements of any applicable laws, rules and/or regulations. XRATOR has an appropriate policy for the adequate handling of any data leaks and will inform the Client within a reasonable time, in any case not more than 24 hours of knowledge of any data leaks, including information about the extent of the data leak and the measures taken to mitigate the consequences of the data leak and to prevent recurrence. XRATOR shall at the request of the Client provide all reasonable assistance in all legal reporting required. XRATOR shall identify to Client a contact person within its organization authorized to respond to enquiries concerning processing of Client Data. "**Privacy Laws**" means all Singapore and European Union, laws and regulations) regarding consumer and data protection and privacy to the extent applicable, including General Data Protection Regulation 2016/679 (the "**GDPR**"). For the purposes of the agreement between Parties, Client is the data controller and XRATOR is the data processor as such terms are defined in the Directive and the GDPR. XRATOR shall follow Client's reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by XRATOR as a result of XRATOR following such instructions. Additional specific requirements with respect to the processing of Client Data subject to the GDPR are set forth in Annex A of XRATOR's T&Cs.

6.4 Data Security. XRATOR's IT security and compliance program includes the following standards generally adopted

by industry leading SaaS providers: reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of XRATOR, including measures to ensure the availability of information following interruption to, or failure of, critical business processes.

6.5 Cooperation. In order to ensure the correct and timely execution the agreement, the Client agrees to cooperate with XRATOR and to provide all reasonably necessary information in due time, whether or not this information is explicitly requested by XRATOR. XRATOR cannot be held liable, and the Client may not leave (part of) the invoice unpaid, due to incorrect or incomplete information of the Client. If extra Services are required due to erroneous or incorrect information, an additional invoice will be issued for the same. XRATOR is in such case also entitled to suspend the execution of the agreement/assignment.

6.6 Contact persons. If the Client has multiple contact persons, XRATOR is entitled to act on the instruction of one of those persons, unless agreed otherwise.

6.7 Bridges with third party data-suppliers. This agreement provides for the supply of bridges for the third-party suppliers mentioned in the Quote. Data import possibilities are subject to the services available from the data-supplier and to the extent that the data format is suitable for automated bulk processing. In any case, any and all intellectual property rights related to the developed bridge will remain the exclusive property of XRATOR. Client will fully cooperate with XRATOR and will be in charge for the communication with such external data-supplier.

6.8 Interfaces with Clients' internal systems. This agreement provides for the supply of bridges for the internal systems provided in the Quote. Client will fully cooperate with XRATOR. Every interface with an internal system is developed only once and is not subject to change after that. Maintenance on interfaces with internal systems is limited to ensuring that future versions of XRATOR will function correctly with the provided interface specifications. All modifications to the interface with internal systems are the subject of new development with costs for Client.

7. TERM.

Unless otherwise provided in the applicable Quote or Documentation, Solutions are purchased as annual subscriptions.

The first license period starts on the "go live" date of the Solutions, which can be scheduled within one week after payment of the first invoice and which will in any case start the date after the due date of the first invoice. and shall continue for the contract period specified therein ("**Initial Service Term**"). However, Parties agree that XRATOR is entitled not to provide any actual access to the Solutions or deliver any Services until the first invoiced amount has been transferred to the bank account of XRATOR. If XRATOR does provide access before receipt of the first payment, then XRATOR reserves the right to immediately remove the access as long as the invoice is not paid. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties.

Except as set forth in an applicable Quote, or unless the agreement between Parties is terminated as provided herein, upon expiration of the license term, the license term shall renew automatically for a successive subsequent period of twelve (12) months unless either Party notifies the other Party of its intent to terminate at least thirty (30) days prior to the end of the then current license term.

8. PAYMENT TERMS.

XRATOR shall invoice Client annually and in advance for all Solutions and Professional Services, and Client shall pay the Fees set forth in the Quote (being the fees payable by Client to XRATOR) within thirty (30) days from the date of invoice. All payments have to be made in SGD unless otherwise agreed in writing between the Parties. If additional Professional Services have been requested, a separate Quote will be issued for such Professional Services.

Invoices can be objected in writing within fourteen (14) days after the invoice date and indicating the invoice date, invoice number and detailed justification. If the invoice is not objected to within the aforementioned period, the invoice is deemed to have been accepted by the Client.

If Client exceeds the usage levels specified in the Quote, then XRATOR may invoice Client for any overages at the then applicable rate. All Professional Services must be used within twelve (12) months from date of acceptance of the Quote.

Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month. Without prejudice to the foregoing, XRATOR reserves the right to demand a lump sum of 10% of the unpaid amounts, with an absolute minimum of hundred fifty USD(USD150.00), without prejudice to claim compensation for higher damages.

Such interests and fixed fee shall be in addition to any other rights and remedies of XRATOR.

Unless otherwise provided, the fees set forth in the Quote do not include any GST, withholding taxes or any other taxes, levies or duties of any nature, all of which Client is responsible for paying in addition to the fees set forth in the Quote, except for those relating to XRATOR's net income or property.

XRATOR reserves the right to increase fees at the beginning of any Renewal Term by ten percent. The Client shall bear the exchange rate risks and costs related to international transfers (if applicable).

Reseller orders. Client may procure XRATOR offerings through a reseller (which shall herein be described and defined as Reseller). Client acknowledges and agrees that, solely in connection with the purchase by Client through a reseller arrangement: (a) XRATOR may share information with Reseller related to Client's use and consumption of the XRATOR offerings; (b) notwithstanding anything to the contrary in these terms and conditions, references to "XRATOR" in each of the defined terms "Fees" and "Quote" in these

terms and conditions shall be replaced with “Reseller” and all payments of fees, refunds and credits, if any are payable by or to the Reseller; and (c) these Terms and Conditions governs Client’s use of the XRATOR offerings, notwithstanding anything to the contrary elsewhere.

9. TERMINATION AND SUSPENSION.

9.1 Termination by Either Party. Either Party may terminate this Agreement without judicial intervention, at any time, in the following situations:

(a) upon the other Party’s material breach of the Agreement, provided that where such material breach is capable of remedy, (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not remedy the breach within twenty (20) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. .

(b) in case of bankruptcy, amicable or court-ordered liquidation, cessation of payment, receivership of the other Party.

9.2 Termination or Suspension for Non-Payment or infringement of intellectual property rights of XRATOR or improper use. If Client fails to pay any fees or charges due within thirty (30) days of their due date, infringes the intellectual property rights of XRATOR or in case of improper use of the Solutions, XRATOR may terminate this Agreement upon prior reasonable written notice to Client. Termination shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, XRATOR may suspend Client’s access to the Solutions.

9.3 Suspension. XRATOR may suspend the Services or Client’s access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. XRATOR shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. The suspension of any Service or Client’s access to the Solutions or any portion thereof in accordance with this Section 9.3 shall be on a no-fault, no breach basis and XRATOR shall not be liable to the Client for any liabilities, claims or expenses incurred or suffered by the Client arising out of any such suspension. If service cannot be resumed after fourteen (14) days of suspension, XRATOR shall be entitled but not obliged to terminate this Agreement with the relevant Client.

10. PROPRIETARY RIGHTS.

10.1 Grant of License. Subject to the terms and conditions of this Agreement, XRATOR hereby grants to Client, during the term of this Agreement, a limited, non- exclusive, personal, non-transferable, non-sublicensable right to use the Solutions for the agreed duration and other points agreed in the Quote.

10.2 Restrictions. Except otherwise agreed by XRATOR, Client shall use the Solutions solely for its internal business purposes and in accordance with the Documentation. In particular, Client’s use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solutions available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solutions; (iii) reverse engineer the Solutions; (iv) remove, obscure or alter any proprietary notices or labels on the Solutions or any materials made available by XRATOR; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; or (vi) defeat or attempt to defeat any security mechanism of any Solutions.

10.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, “**IP Rights**”), whether conceived by XRATOR alone or in conjunction with others, constitute Confidential Information (as defined below) and the valuable intellectual property, proprietary material, and trade secrets of XRATOR (for purposes of this Clause 10.3, references to “XRATOR” shall be deemed to include its Affiliates) and its licensors and are protected by applicable intellectual property laws of Singapore and other countries. XRATOR owns (i) all feedback (except for the Client Data) provided to XRATOR by Users, Client in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in these XRATOR T&C’s, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by XRATOR and its respective licensors. XRATOR may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and XRATOR may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information (as defined below) is disclosed thereby.

11. CONFIDENTIAL INFORMATION.

11.1 Definition. “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party’s business and marketing plans, technology and technical information, product designs, reports and

business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

11.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of the agreement between Parties without Disclosing Party's prior written consent. Receiving Party shall ensure that it only shares the Confidential Information in the context of the execution of the agreement with persons who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

11.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of these XRATOR T&C's.

12. WARRANTIES; DISCLAIMER.

12.1 XRATOR Warranty. XRATOR shall provide the Solutions in material compliance with the functionality and specifications set forth in the applicable Documentation for the Solutions.

12.2 Professional Services shall be performed in a professional manner consistent with industry standards. Execution deadlines shall be indicative, unless agreed otherwise.

12.3 THE FOREGOING REPRESENT THE ONLY WARRANTY MADE BY XRATOR HEREUNDER, AND XRATOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.4 Disclaimer. XRATOR DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL XRATOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF XRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13. LIABILITY AND INDEMNIFICATION.

13.1 Obligations of means. The obligations of XRATOR are obligations of means.

13.2 Indemnification by Client. Client shall defend, indemnify and hold XRATOR harmless against any loss or damage incurred in connection with any third-party claim, suit or proceeding ("Claim") arising out of any data sent, posted or otherwise transmitted via the Solutions by Client, any improper use of the Solutions or any breach by Client of these XRATOR T&C's or the applicable laws.

13.3 IP Right. XRATOR shall defend, indemnify and hold Client harmless from and against any infringement of the Solutions of an issued patent or other IP Right. If any aspect of the Solution is found or, in XRATOR's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or the continued use of the Solution is enjoined, then XRATOR will promptly and at its own cost and expense at its option: (a) obtain for Client the right to continue using the Solutions; (b) modify such aspect of the Solutions so that it is non-infringing; or (c) replace such aspect of the Solutions with a non-infringing functional equivalent. If, after all commercially reasonable efforts, XRATOR determines in good faith that options (a) - (c) are not feasible, XRATOR will remove the infringing items from the Solutions and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Clause 13.3 are the Client's exclusive remedy for Claims for infringement of an IP Right.

13.4 No fault. XRATOR shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from:

- (i) the combinations, operation, or use of the Solutions supplied under this Agreement with any product, device, or software not supported by XRATOR to the extent the combination creates the infringement;
- (ii) the unauthorized alteration or modification by Client of the Solutions; or
- (iii) XRATOR's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for XRATOR Professional Services relating to the Solutions to the extent the claim of infringement is based on the foregoing;
- (iv) error or damage attributable to any network or Client system;

13.5 Warranties. All warranties conditions implied by statute or common law are, to the fullest extent permitted by law, excluded from these XRATOR T&C's.

13.6 Indirect damages. Neither Party shall be liable for any indirect, or consequential damages such as but not limited to damages to third parties, loss of business, revenues, profits or goodwill or loss or inaccuracy of data.

13.7 Limitation of liability. If allowed following the applicable laws, XRATOR's aggregate liability under or in connection with this agreement shall not (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to the amount actually paid by Client to XRATOR hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. However, nothing in these XRATOR T&C's shall limit or exclude liability for death or personal injury, fraud or any other liability which may not properly be limited or excluded by applicable law.

14. MISCELLANEOUS.

14.1 Non-Solicitation. As additional protection for XRATOR's proprietary information, for so long as the agreement between Parties remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of XRATOR; provided, that a general solicitation to the public for employment is not prohibited under this Clause.

14.2 Force Majeure or hardship. XRATOR shall not be responsible for performance under the agreement between Parties to the extent precluded by circumstances beyond XRATOR's reasonable control or in case of unforeseen events occur that fundamentally alter the equilibrium of a contract resulting in an excessive burden being placed on XRATOR, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labour problems, regional technology interruptions, or denial of service attacks.

14.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of these XRATOR T&C's shall in no way be considered to be a waiver of such provisions. If any provision of these XRATOR T&C's is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

14.4 Assignment. Neither party may assign the agreement between the Parties to any third party except upon the other Party's prior written consent.

14.5 Governing Law. This Agreement shall be governed and construed in accordance with Singapore laws and the Parties submit to the exclusive jurisdiction of the courts of Singapore. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

14.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under these XRATOR T&C's shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by registered prepaid post to the other Party. All legal notices shall be deemed to have been given upon receipt, if under (c), two (2) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Clause and identifying the effective date of such change. XRATOR may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the XRATOR Support Center.

14.7 Marketing. Client consents to XRATOR referencing Client's name as an XRATOR Client in XRATOR publications, its website, and other marketing materials.

14.8 Rights of Third Parties. A person who is not a party to the agreement between Parties shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

14.9 Anti-corruption. Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti-bribery and anti-corruption, including but not limited to, the Prevention of Corruption Act (Cap 241) of Singapore, the Penal Code (Cap. 224) of Singapore, the Corruption Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap 65A) of Singapore or any other applicable law concerning anti-corruption and bribery.

14.10 General. These XRATOR T&C's, including its Exhibits and any Quote, and the Partner Agreement (where applicable) constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements.

Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of the agreement between Parties, shall survive any such termination or expiration hereof.

Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

ANNEX A OF XRATOR'S MASTER TERMS AND CONDITIONS

GDPR Requirements

The following terms are incorporated by reference into the XRATOR T&C's as applicable with respect to any Client Data that is subject to the requirements of the GDPR ("Covered Data").

1. **Confidentiality of Processing.** XRATOR shall ensure that any person that it authorizes to process Covered Data (including XRATOR's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to process Covered Data who is not under such a duty of confidentiality. XRATOR shall ensure that all Authorized Persons process Covered Data only as necessary for the purposes permitted under the Agreement.
2. **Instructions.** XRATOR will process the Covered Data pursuant to documented instructions, unless required to do so by Applicable Laws to which XRATOR is subject; in such a case, XRATOR shall inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. XRATOR will as soon as practically possible inform the Client if, in XRATOR's opinion, an instruction violates the GDPR, EU legislation or any other applicable legislation. XRATOR will process the Covered Data solely on behalf of the Client, and in the context of the Purpose (as defined below).
3. **Security.** XRATOR shall implement appropriate technical and organizational measures to protect Covered Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures may include, as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
4. **Subprocessing.** XRATOR may appoint sub-processors. XRATOR shall ensure that any of its appointed sub-processors only starts processing Covered Data after XRATOR has entered into a written agreement with the sub-processor. XRATOR shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes. Where that sub-processor fails to fulfil its data protection obligations, XRATOR shall remain fully liable to the Client for the performance of that sub-processor's obligations
5. **Cooperation and Data Subjects' Rights.** Taking into account the nature of the processing and the information available to XRATOR, XRATOR shall assist the Client in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR, i.e., with regard to security measures, notification of supervisory authorities, notification of individuals, preparation of data protection impact assessments and prior consultation with supervisory authorities, etc.

XRATOR shall provide all reasonable and timely assistance to Client (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of Covered Data. If any such request, correspondence, inquiry or complaint is made directly to XRATOR, XRATOR shall promptly inform Client providing full details of the same.
6. **Scope.** XRATOR will process the Covered Data as set out in Schedule A. The purpose of the processing of Covered Data is to execute the Services under the main agreement (the 'Purpose'). XRATOR

processing of Covered Data for the Client is carried out through the activities as set out in Schedule A.

7. **Security incidents.** Upon becoming aware of a Security Incident, XRATOR shall inform Client without undue delay and shall provide all such timely information and cooperation as Client may reasonably require in order for Client to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) applicable Privacy Laws. XRATOR shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident for which XRATOR is responsible and shall keep Client of all developments in connection with the Security Incident.
8. **Audit.** XRATOR shall permit Client (or its appointed third-party auditors) to audit XRATOR's compliance with these GDPR Requirements and the applicable Privacy Laws, and shall make available to Client such information, systems, and staff as may be reasonably necessary for Client (or its third-party auditors) to conduct such audit at the cost of the Client. XRATOR acknowledges that Client (or its third-party auditors) may enter its premises for the purposes of conducting such audit, provided that Client gives XRATOR reasonable prior notice of its intention to audit and takes all reasonable measures to prevent unnecessary disruption to XRATOR's operations.
9. **Termination.** In the event that the main agreement is terminated, on whatever grounds and in whatever manner, XRATOR shall at its own expense and initiative immediately: (i) delete or return all Covered Data to the Client; (ii) cease processing the Covered Data; (iii) remove all back-ups of all electronically stored Covered Data – unless retention would be required following the applicable laws.
10. **Disclosure to Authorities.** XRATOR acknowledges that Client may disclose these GDPR Requirements and the data privacy provisions of the XRATOR T&C's to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

Schedule A:

| Covered Data Processed | Categories of Data | Data Subject | Processing Activities | Retention Period |
|--------------------------|--|------------------------|---|--|
| XRATOR User account data | Name, email address, password hash, job title, department, user ID | Employee of the Client | User authentication, access control, account management | Retain for the duration of the user's account and for a limited period thereafter, as necessary for legal or compliance purposes |
| Vulnerable Computer Data | IP address, vulnerability type, severity rating, remediation status, company user account, company administrator account | Employee of the Client | Scanning, identification, remediation tracking | Retain for as long as necessary to maintain the security and integrity of the system |
| Phishing Simulation Data | Employee Name, Employee email address, simulation results | Employee of the Client | Conducting simulations, analyzing results, awareness | Retain for the duration of employment of the employee in the customer's company |

XRATOR User Account data:

- User ID: mandatory
- Name: mandatory
- Email: mandatory
- Password hash: mandatory
- Job title: optional
- Department: optional

Vulnerable Computer Data:

- IP Address: mandatory
- Vulnerability type: mandatory
- Severity rating: mandatory
- Remediation status: mandatory
- Company user account ("IT Asset Owner"): optional
- Company administrator ("IT Asset Maintainer"): optional Phishing

Simulation Data:

- Employee Name: mandatory
- Employee email: mandatory
- Simulation results: mandatory

To design those data points, we followed the principle of "data minimization": we reduced the data needed to the strict minimum to perform the operation for the Client. None of those data are used by XRATOR to perform operations other than strictly delivering the Services to the Client.