VIRUSTOTAL ENTERPRISE TERMS

These VirusTotal Enterprise Terms ("**Terms**") govern Customer's use of the Services.

1. **DEFINITIONS.**
    1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.
    1.2. "**Basic Services**" means the VirusTotal malware intelligence service and platform that leverages real threat intelligence contributed by a global community of users.
    1.3. "**Community**" means a member of the public, an AV, scanning, sandbox or other VirusTotal security partner, security-minded organizations and other licensed users of the Service.
    1.4. "**Order**" means the initial order and each subsequent order.
    1.5. "**Enterprise Services**" means such premium features and functionality, described in an Order, that are made available to Customer based on Customer's demonstrated need to defeat malware and other online threats.
    1.6. "**Samples**" means security-related objects and artifacts, which include executable and non-executable files uploaded to or scanned or analyzed by tools on the Site by users of the Service, including associated metadata made available to users through the Service.
    1.7. "**Service**" means Basic Services and Enterprise Services.
    1.8. "**Site**" means the site located at virustotal.com and all associated VirusTotal controlled and branded sites linked from virustotal.com by VirusTotal and its Affiliates.

2. **ENTERPRISE SERVICES.** Subject to the terms and conditions of these Terms, VirusTotal will provide Customer with access to the Enterprise Services described in an Order beginning on the Effective Date and terminating on the date specified in the most recent Order ("**License Term**").

3. **LICENSE AND RESTRICTIONS.**
    3.1. Subject to the terms of this Agreement during the License Term, VirusTotal grants to Customer and its Affiliates a worldwide, nontransferable, nonassignable, nonexclusive, revocable, limited license to use the Samples for the exclusive purpose of protecting Customer's internal business by enabling Customer to research and improve the quality of its security products, services, and systems (including those products, services, and systems offered by Customer to its own customers).
    3.2. Customer will not: (a) sublicense, distribute, publicly perform or display, or otherwise share or make accessible, directly or indirectly, any Samples, datafeed, metadata or results from the Enterprise Services, including without limitation, any API or interface, or portions thereof, to any third party; (b) export the Samples or other information available through the Service, in whole or in part, in violation of laws or regulations applicable to it or VirusTotal and its Affiliates; (c) use the Service to develop, offer, support or enhance products and services competitive with those of VirusTotal or its Affiliates; or (d) engage in any Restricted Use of the Service as set forth in Exhibit A.

4. **PRICING AND PAYMENTS.**
    4.1. Pricing and other payment terms for the Enterprise Services are set forth in each Order.
    4.2. If this Agreement or any Order is terminated, Customer will be responsible for payment for all Enterprise Services through the effective date of termination.
    4.3. Fees quoted are exclusive of all sales, use, value-added, goods and services, withholding and other taxes or duties, including indirect taxes such as "goods and services tax" and "value-added tax," associated with the sale of the Services ("Taxes"). Customer is responsible for any Taxes assessed in connection with the Services, this Agreement and its performance, other than VirusTotal's income tax. If VirusTotal is obligated to collect or remit any such Taxes imposed on Customer, the Taxes will be invoiced to Customer, unless

Customer provides VirusTotal with a timely and valid tax exemption certificate.

5. **TERM; TERMINATION.**
    5.1. This Agreement will begin on the Effective Date and continue until terminated by either party.
    5.2. Either party may terminate this Agreement or any Order by providing notice to the other party. Once a party has provided notice, this Agreement or an Order, as applicable, will terminate on the last day of the calendar month following the calendar month in which notice of termination is given.
    5.3. Customer prepayments for the Enterprise Services beyond the effective date of termination will be refunded to Customer on a prorated basis, unless termination was caused by Customer's breach of this Agreement, including any Restricted Use of the Service.
    5.4. Notwithstanding expiration or termination of this Agreement, any provisions of this Agreement that by their nature are intended to survive, will survive expiration or termination. Any termination of this Agreement will terminate all Orders in effect.

6. **SERVICE LEVELS.** During the applicable LicenseTerm, VirusTotal will make the Enterprise Services available in accordance with the Service Level Agreement at www.virustotal.com/go/sla ("**SLA**"). Other than as expressly provided in the SLA, VirusTotal has no obligation to provide Customer with support for any feature of the Enterprise Services. The SLA states Customer's sole and exclusive remedy for any failure to meet the standards of the SLA.

7. **CONFIDENTIAL INFORMATION.**
    7.1. "**Confidential Information**" means information that a party or its Affiliate ("**Discloser**") discloses to the other party or its Affiliate ("**Recipient**") to the extent the information is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by Recipient without use of the Confidential Information, is rightfully given to Recipient without confidentiality obligations or becomes public other than as a result of Discloser's acts or omissions.
    7.2. Recipient will not disclose Discloser's Confidential Information, except (a) to its employees, agents, subcontractors, Affiliates, or professional advisors who have a need to know and a legal obligation to keep it confidential or (b) as authorized under this Agreement. Recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement. Recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, Recipient will promptly provide Discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with Discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as Discloser may deem appropriate.
    7.3. Except for the limited rights specifically granted by this Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.

8. **DISCLAIMERS.** Customer's access to and use of any feature of the Service is at Customer's own risk. Except to the extent otherwise provided in the SLA, Customer understands and agrees that the Service is provided to Customer on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing and except as set out in this Agreement, VirusTotal and its Affiliates, agents, partners and subsidiaries disclaim any warranties, conditions and other terms, express or implied by statute, common law or otherwise, to the fullest extent permitted by law. Customer also agrees that VirusTotal has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Service. VIRUSTOTAL DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES THAT COULD ARISE OUT OF COURSE OF DEALING OR USAGE OF TRADE.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE

LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER LOSSES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION, AND CUSTOMER'S PAYMENT OBLIGATIONS, THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO VIRUSTOTAL UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10. **DEFENSE AND INDEMNITY.**
    10.1. Unless prohibited by applicable law, (a) VirusTotal will defend and indemnify Customer and its Affiliates, officers, agents, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any legal proceeding to the extent arising from a third party claim alleging that the licensed Enterprise Services (excluding the Samples) infringe a third party's patent, copyright or trade secret; and (b) Customer will defend and indemnify VirusTotal and its Affiliates, officers, agents, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any third-party legal proceeding (including a government agency action) to the extent arising from Customer's use of the Samples other than as explicitly permitted by the terms of this Agreement.
    10.2. The indemnifying party shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (a) no settlement or compromise affecting the financial or legal obligations of the indemnified party shall be agreed to without the indemnified party's prior written approval (such approval not to be unreasonably withheld), and (b) the indemnified party shall have the right to participate, at its own expense, in the defense and/or settlement of any such claim or action, and (c) the indemnified party notifies the indemnifying party promptly of a claim (provided, failure to provide timely notice will not alter the indemnifying party's obligations except to the extent such party is materially prejudiced thereby).

11. **MISCELLANEOUS.**
    11.1. Notices. Each party may provide the other notice by email or mail at the address located in the signature block.
    11.2. Publicity and Use of Marks. In no event shall either party issue any public statement, press release, or use the other party's logo, name or trademark on any customer list or in any other manner without the pertinent party's prior written consent in each instance.
    11.3. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AN ORDER OR THE SERVICE WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
    11.4. Export. Both parties under this Agreement will comply with all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
    11.5. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.
    11.6. Third Party Rights. This Agreement is not intended to create any third party rights not expressly set out in this Agreement.
    11.7. Amendments. Except as otherwise provided herein, any amendment to this Agreement must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

11.8. <u>Relationship Between the Parties</u>. No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority to bind, to contract in the name of or to create a liability for the other party in any way or for any purpose and neither party shall hold itself out as having authority to do the same.

11.9. <u>Assignment</u>. Neither party may assign any part of this Agreement, whether by operation of law or otherwise, without the written consent of the other, except that either party may assign any rights or obligations under this Agreement to an Affiliate.

11.10. <u>Entire Agreement, Existing Agreement and Counterparts</u>. This Agreement, including all Orders and referenced documents and policies, is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreements on that subject. The parties acknowledge that when entering this Agreement they have not relied on any representation not expressly set out herein.

EXHIBIT A

RESTRICTIONS ON USE

These Restrictions on Use are incorporated by reference to the VirusTotal Enterprise Service Agreement. As a condition of accessing the Service or any licensed Feature, Customer agrees not to engage in the following activities:

- Use the Service in any way that breaches any applicable local, national, or international law or regulation;
- Use the Service for any illegal activity or output, or in any way that exposes VirusTotal, Customer, or the Community to harm;
- Engage in any activity that could damage, overload, harm or impede the normal functioning of the Service;
- Attempt to gain unauthorised access to the VirusTotal Site, the server on which the VirusTotal Site is stored or any server, computer or database connected to the VirusTotal Site;
- Attack, or attempt to attack our Site via a denial-of-service attack or a distributed denial-of service attack; use the Service in any way which could infringe the rights or interests of VirusTotal users or partners (the "Community"), VirusTotal or any third party, including for example, to prove or disprove a concept or discredit, or bait any actor in the anti-malware space;
- publicly attribute the intelligence Customer receives through the Service to any VirusTotal Partner (antivirus vendors, URL scanning engines, file characterization tools, etc.) without the individual Partner's express permission;
- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or functionalities from the Service – including, without limitation, using the Service in any way for antivirus/URL scanner testing or that could directly or indirectly harm, compete with, or otherwise hinder the antivirus industry/URL scanner industry;
- transfer any rights granted to Customer under the Agreement;
- obtain or use any Samples except as specifically permitted by the Service or use or attempt to use the Service to mine information in any way that could identify individual persons in their private capacity, attempt to access or misappropriate content contained in any Sample, or otherwise use the Service or Samples for any purpose other than to detect and prevent malware in a non-commercial personal or organizational capacity;
- Customer expressly agrees that it will only upload samples that comply with the most recent version of the VirusTotal Privacy Policy (https://www.virustotal.com/go/privacy) posted on the Site at the time of the Sample's upload, and that the Customer understands the resulting intelligence and Sample is shared with Partners, which use the results to improve their own systems. As such, by contributing a Sample, Customer, like all other users, agrees to contribute to the effort to raise global IT security levels.
- Customer or any third party under Customer's control will not knowingly submit any sample to the service that contains confidential, commercially sensitive data, or personal data of any individual without lawful permission to submit Samples, or that are subject to the International Traffic in Arms Regulations ("**ITAR**") maintained by the U.S. Department of State or do any other thing to cause VirusTotal to provide a defense service as defined by the ITAR;
- any other use the Service not expressly allowed under the Agreement.