

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS
ZeroFox, Inc.

ZeroFox, Inc. LICENSE, WARRANTY AND SUPPORT TERMS

1. ORDER FORMS.

Subject to the terms and conditions of this Agreement, ZeroFOX agrees to sell the Services that are identified in a mutually executed Purchase Order.

Upon mutual execution of the Purchase Order, this agreement shall be considered an integral part of this Agreement.

2. USE OF APPLICATION SERVICES.

2.1 Right to Use Application Services.

(a) ZeroFOX agrees to provide access to Application Services within the scope of the Access Rights purchased by Ordering Activity pursuant to a mutually executed Purchase Order. Ordering Activity acknowledges that the Access Rights may be used only by Ordering Activity's Authorized End Users for Ordering Activity's internal business purposes, and only during the Access Term.

(b) Ordering Activity acknowledges (i) that it is responsible for procuring and operating all computer systems, software, and telecommunications services required to meet the minimum technical specifications necessary for Ordering Activity's Authorized End Users to access and use the Application Services, and Ordering Activity may be unable to access or utilize some or all aspects of the Application Services unless such minimum technical specifications are met, and (ii) nothing in this Agreement may be interpreted as an implied license or to require ZeroFOX to deliver a copy of any software or other product utilized by ZeroFOX to provide the Application Services.

2.2 Authorized End Users. Ordering Activity shall be fully responsible for compliance with this Agreement by, as well as the acts and omissions of, all users who access the Application Services under its Authorized End User login credentials. Ordering Activity shall not authorize access to or permit use of the Application Services by persons other than Authorized End Users. ZeroFOX will issue to Ordering Activity the number of unique sets of login credentials (each consisting of a user name and password) set forth on the applicable Purchase Order for the Application Services and, unless otherwise approved in writing by ZeroFOX in its sole discretion, Ordering Activity will ensure that no more than one Authorized End User will have access to or will use each set of login credentials.

2.3 Documentation License. Subject to the terms and conditions of the Purchase Order, ZeroFOX hereby grants to Ordering Activity a nonexclusive, non-transferable, non-sublicenseable right and license during the Term to reproduce copies of the Documentation solely for use by Ordering Activity in connection with the exercise of rights granted in this Agreement. Ordering Activity acknowledges that no right is granted to distribute, publish, modify, adapt, translate or create derivative works of the Documentation. Ordering Activity acknowledges that the Documentation is ZeroFOX's Confidential Information, and hereby agrees to accurately reproduce all proprietary notices, including any copyright notices, trademark notices or confidentiality notices, that are contained within any copies of the Documentation. ZeroFOX recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

3. RESERVATION OF RIGHTS AND RESTRICTIONS.

3.1 Proprietary Rights; No Implied Licenses. Ordering Activity acknowledges that, as between the Parties, ZeroFOX owns all Intellectual Property Rights and other proprietary interests that are embodied in, or practiced by, the Application Services, the ZeroFOX Products and Platform, and the Documentation. To be clear, however, the preceding sentence does not constitute a representation or warranty regarding ownership of any intellectual property rights or other proprietary interests.

3.2 Compliance with Laws. Ordering Activity represents and warrants that it shall use the Application Services and Reports only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities, including without limitation the National Labor Relations Act, the Family Medical Leave Act, the Stored Communications Act, the Computer Fraud and Abuse Act and any federal, state or local laws regarding employee privacy, off-duty conduct or discrimination.

3.3 General Restrictions on Use. Ordering Activity agrees not to act outside the scope of the rights that are expressly granted by ZeroFOX in this Agreement. Ordering Activity will not (a) make the Application Services available to anyone other than Ordering Activity and its Authorized End Users; (b) sell, resell, license, sublicense, rent, lease or distribute the Application Services or any Reports, or include any Application Services or Reports or any derivative works thereof in a service bureau or outsourcing offering; (c) copy, modify or make derivative works based upon the Application Services; (d) "frame" or "mirror" any Reports contained in, or accessible from, the Application Services on any other website, server, wireless or Internet-based device; or (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component underlying the Application Services is compiled or interpreted, and Ordering Activity hereby acknowledges that nothing in this Agreement shall be construed to grant Ordering Activity any right to obtain or use such source code. Ordering Activity acknowledges and agrees that compliance with the restrictions set forth in this Article 3 is an essential basis of this Agreement.

4. TREATMENT OF CONTENT.

4.1 Selection of Ordering Activity Content and Third Party Content. Ordering Activity understands that the Application Services are capable of processing Ordering Activity Content that is uploaded by Ordering Activity to ZeroFOX's

servers. Ordering Activity further understands that the Application Services may include features that enable Ordering Activity to specify Third Party Content to be retrieved via the Application Services automated functionality from a variety of third-party websites and other third-party resources, including Social Media Sites. As between the Parties, Ordering Activity alone is responsible for selection of all Ordering Activity Content and Third Party Content, and ZeroFOX disclaims all risks associated with the content, accuracy, completeness, consistency, integrity, legality, reliability and appropriateness of Ordering Activity Content and Third Party Content and the use of all such content by Ordering Activity and by ZeroFOX in connection with providing the Services contemplated by this Agreement as set forth on any mutually executed Order Form.

4.2 Rights in Content.

- (a) **Ordering Activity Content.** Ordering Activity hereby grants to ZeroFOX a non-exclusive license to use, store, process, analyze and display in Reports all Ordering Activity Content during the Term for the limited purposes of performing ZeroFOX's obligations under this Agreement. Prior to uploading Ordering Activity Content, Ordering Activity shall, at its own expense, obtain all licenses, consents or other permissions from appropriate third parties as may be necessary for Ordering Activity's use of the relevant Ordering Activity Content as necessary to enable Ordering Activity to grant the rights granted by this Section 4.2.
- (b) **Third Party Content.** Ordering Activity acknowledges that the Content may contain or be accompanied by third-party software, data or other materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement.
- (c) **Employee Generated Content.** Ordering Activity acknowledges that Ordering Activity Content and Third Party Content may include content generated by its employees and that Ordering Activity's collection, monitoring and use of such content may be restricted by federal and state employment laws. Ordering Activity shall, at its own expense, obtain all consents or permissions required to lawfully use employee-generated content as contemplated by this Agreement and Ordering Activity shall only use such content in compliance with applicable law.

4.3. Content Disclaimers.

- (a) ZeroFOX shall have no obligation to preview, verify, modify, filter or remove any Third Party Content (although ZeroFOX may do so in at its sole discretion), and ZeroFOX shall not be responsible for any failure to remove, or for any delay in removing, harmful, inaccurate, unlawful or otherwise objectionable Third Party Content.
- (b) Ordering Activity acknowledges that, as between the Parties, Ordering Activity is responsible for backup and archiving of any content processed by the Application Services, including all Ordering Activity Content and Third Party Content. ZeroFOX shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Ordering Activity Content or Third Party Content.
- (c) Ordering Activity acknowledges that, in the event the relevant third party provider of any particular Third Party Content ceases to make the same available for use as contemplated in this Agreement on terms acceptable to ZeroFOX, ZeroFOX shall have the right to discontinue provision of any tools to retrieve or access such Third Party Content, and/or may discontinue the processing, analysis, storage or provision of access to any such Third Party Content, without thereby entitling Ordering Activity to any refund, credit, or other compensation, other than a refund of the unearned portion of any fee that was paid to ZeroFOX, if any, for actually supplying the access to such Third Party Content.
- (d) ZeroFOX does not provide any warranty or support under this Agreement for any non-ZeroFOX products or services, including without limitation, Ordering Activity Content and/or Third Party Content.

4.4 Appointment as Agent. Ordering Activity acknowledges and agrees that in order to provide certain features of the Application Services, ZeroFOX may need to access and collect certain information from Social Media Sites on Ordering Activity's behalf and contact the owners of such sites for social risk management matters. As such, during the Access Term, Ordering Activity hereby appoints ZeroFOX as Ordering Activity's agent to act on Ordering Activity's behalf with regards to Social Media Sites designated by Ordering Activity, for the sole purpose of assisting Ordering Activity in making requests, complaints or claims to such designated Social Media Sites related to protecting Ordering Activity's Intellectual Property Rights (including without limitation claims of impersonation, privacy violations, and copyright or trademark violations), and only in accordance with Ordering Activity's express instructions in each separate instance, which instructions shall be in writing or communicated to ZeroFOX through the applicable features of the Application Services (e.g., takedown request button/menu option). Ordering Activity represents and warrants that Ordering Activity has full right and authority to grant the licenses under this Section 4.4.

5. SUPPORT SERVICES.

5.1 Silver Support. During the Access Term, ZeroFOX agrees to provide the Silver Support Services, as set forth in **Exhibit 2**.

5.2 Platinum Support. If Ordering Activity elects to purchase Platinum Fully Managed Services pursuant to an Order Form, such services are subject to the ZeroFOX Platinum Fully Managed Services Agreement, which is incorporated herein as **Exhibit 3**.

6. PROFESSIONAL SERVICES; STATEMENTS OF WORK. Ordering Activity may request that ZeroFOX provide certain Professional Services related to Ordering Activity's use of the Application Services. Any Professional Services to be provided will be included in a Purchase Order. ZeroFOX shall be under no obligation to perform Professional Services until a Purchase Order in relation thereto has been mutually executed.

7. RESERVED.

8. TERM AND TERMINATION.

8.1 Duration of Agreement. This Agreement will remain in effect for the term of service agreed upon in the Purchase Order. .

8.2 Reserved.

8.3 Reserved.

8.4 General consequences of termination. Effective immediately upon expiration or termination of this Agreement, (i) Ordering Activity shall cease, and shall direct its users to cease, use of the Application Services, (ii) all licenses granted under this Agreement will become void, and (iii) neither Party will have continuing rights to use any Confidential Information of the other Party or to exercise any Intellectual Property Rights having been licensed under this Agreement. As soon as practicable after termination or expiration of this Agreement, each Party will discontinue its use and will return the Confidential Information and proprietary materials of the other Party.

8.5 Reserved.

9. RESERVED.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Reserved.

10.2 Service Warranty. During the Term, the Application Service offerings will meet the Service Levels specified in **Exhibit 1**. If the applicable Application Service fails to achieve the Service Levels so specified, then Ordering Activity will be entitled, as its sole and exclusive remedy, to a credit for the applicable Service in accordance with the terms set forth in **Exhibit 1**, provided, however that Ordering Activity notifies ZeroFOX in writing of any such service failures within fifteen (15) days.

10.3 Ordering Activity Representations and Warranties. Ordering Activity represents and warrants that it will not, nor will it permit or authorize anyone else to, upload, post, store, view, transmit, distribute or otherwise publish any Ordering Activity Content that (i) is unlawful, fraudulent, , invasive of another's privacy, or otherwise tortious; ; (ii) violates or infringes the rights of third parties, including, but not limited to, Intellectual Property Rights, rights of privacy or publicity or any other proprietary rights; or (iii) contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or misappropriate any system, data or personal information.

10.4 Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED OR WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, PROFESSIONAL SERVICES, THE DOCUMENTATION, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY ZEROFOX ARE PROVIDED "AS IS," AND ZEROFOX DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION AND/OR DATA ACCURACY. ZEROFOX DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY ZEROFOX WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. NO WARRANTY IS MADE ON THE BASIS OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR TRADE USAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR

(3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. RESERVED.

12. RESERVED.

13. GLOSSARY OF DEFINED WORDS AND PHRASES.

For purposes of this Agreement, certain capitalized words and phrases will have the meanings set forth or cross-referenced below.

"Access Rights" are contractual rights to access and use the Application Services according to the technical procedures and protocols established according to this Agreement. The scope of any particular Access Rights may be defined by the terms of the applicable Order Form, including the Access Term, number of Social Entities, Authorized Sources or other use restrictions.

"Access Term" shall have the meaning given such term in the Order Form.

"Application Services" means the limited online data processing and analysis functionality of the ZeroFOX Products and all related features ordered by Ordering Activity, operated by ZeroFOX and made available to Ordering Activity via the ZeroFOX Platform.

"Authorized End Users" are individual persons for whom Ordering Activity has purchased Access Rights, and may include only employees or agents of Ordering Activity who are acting on Ordering Activity's behalf in the internal operation of Ordering Activity's business.

"Authorized Sources" are the third-party websites or other online sources to the extent identified in an Order Form, from which content may be retrieved by Ordering Activity or at Ordering Activity's direction using the automated tools within the Application Services. If no such sources are specifically identified, then subject to the obligations and restrictions set forth in Sections 4 and 10.3 of this Agreement and applicable laws any sources shall be deemed authorized.

"Confidential Information" means: any information or data (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations) provided or disclosed by disclosing party or its agents to receiving party that is: (i) fixed in a tangible medium and marked as the confidential or proprietary information of the disclosing party; (ii) otherwise provided or disclosed by or on behalf of the disclosing party marked as proprietary at the time the information is provided; or (iii) not falling within any of the prior clauses of this sentence, but which, a reasonable person would conclude is of a confidential nature given the facts and circumstances of such disclosure or (iv) the ZeroFOX Products, the Application Services, the Services and the Documentation.

"Ordering Activity Content" means the data, media and content (structured and unstructured) generated, collected or recorded by the Ordering Activity or by any supplier or licensor to Ordering Activity, including without limitation, any social media data, as well as any other data that is provided to ZeroFOX from Ordering Activity, that is uploaded, stored, analyzed and made available to and through the Application Services. **"Documentation"** means the documentation provided by ZeroFOX relating to the Application Services and/or the ZeroFOX Products.

"Intellectual Property Rights" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

"Purchase Order" means a document signed by both Parties whereby the Ordering Activity orders one or more of the following: (i) access to the Application Services, (ii) Professional Services, or (iii) any other products or services to be offered by ZeroFOX pursuant to this Agreement.

"Platinum Fully Managed Services" means those support and monitoring services more fully described in the Platinum Fully Managed Services Agreement.

"Professional Services" means the installation, configuration and/or training services as specified in an Order Form.

"Reports" means any reports, summaries, analyses, data, information or other items of output, whether in textual or graphical form, produced by or derived from the Services, including any reports on or representations of the Ordering Activity Content, Third Party Content or other content after processing or transformation in any manner by or pursuant to the Services.

"Services" means collectively or individually, the Application Services, the Support Services and/or the Professional Services.

"Silver Support Services" means those application support services more fully described in **Exhibit 2**.

"Social Entities" means the social entities identified by Ordering Activity in an Order Form for monitoring by the Application Services, which may include people, organizations or brands, keywords or data, or hashtags.

"Social Media Sites" means a social media website owned or operated by a third party, including without limitation Twitter, Facebook and LinkedIn.

"Support Services" means, as applicable, the Silver Support Services or the Platinum Fully Managed Services.

"Term" has the meaning given such term in Section 8.1.

"Third Party Content" means all data, social media content, posts, blogs, surveys, ratings, reviews, feedback or any other information collected or otherwise obtained from any website, including content obtained through Social Media Sites.

"Use Restrictions" means any use restriction that is specifically agreed to in an Order Form, which may include maximum annual Ordering Activity Content, authorized sources or maximum through-put.

"ZeroFOX Products" means the object code version of ZeroFOX proprietary software applications including all updates, upgrades, bug fixes and components as identified on the applicable Order Form.

"ZeroFOX Platform" means the applications accessible at the URLs <https://cloud.zerofox.com> or <https://recon.zerofox.com>, as applicable.

Section - EXHIBIT 1 SERVICE LEVEL AGREEMENT

This **Exhibit 1** sets forth **Service Levels** governing the contractual relationship between ZeroFOX and the Ordering Activity.

SERVICE LEVEL STANDARDS: The following defines service level standards for the Services:

Service/Activity	Service Level	Service Level Credit	Service Level Credit
Availability of the Services	The Services will be available to users for normal use 98.00% of the time each month, not including scheduled downtime. Scheduled downtime shall be for regular maintenance and upgrades, and will be communicated with at least 24 hours of notice. Any downtime that might require more than 2 hours will be scheduled at least 7 days in advance.	5% of the recurring monthly fee for the Services for the month of the failure.	Credit to be remitted to Customer following the agreed upon dispute date
Restore Time	In the event of unscheduled downtime the system shall be restored to a fully operational state within 48 hours.	5% of the recurring monthly fee for the Services for the month of the failure.	Credit to be remitted to Customer following the agreed upon dispute date

Resolution of Critical Malfunction	Failure to comply with the requirements with respect to Critical malfunctions in a month. Critical Malfunction shall mean a failure of the Software which severely impacts Customer's ability to provide service and which cannot be temporarily eliminated through the use of a "Bypass" or "Work Around."	5% of the recurring monthly fee for the Services for the month of the failure.	Credit to be remitted to Customer following the agreed upon dispute date
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Section - EXHIBIT 2 SILVER SUPPORT SERVICES AGREEMENT

1. This **Silver Support Services Agreement** (the "**Agreement**") is hereby incorporated into this Attachment A. **SILVER SUPPORT SERVICES**. During the Access Term, ZeroFOX agrees to perform for Ordering Activity the following support services (the "**Silver Support Services**");

Phone or Email Support	Monday-Friday 9:00AM - 6:00PM
Annual Takedown Limit	Per Sales Order
Platform QuickStart (Setup & Onboarding)	Per Sales Order
Support Response Time	2 Days
Weekly Reporting	Included
Monthly Reporting	Included
Product Upgrades	Included
Additional FoxScript Development	\$1000/per FoxScript

Support Phone Number: 1-855-ZFOX-FOX (1-855-9369369), Option 2

Support

Email Address: support@zerofox.com

2. "**Social Entities**" which are identified by Customer, to represent people, organizations or brands, keywords or data, or hashtags, may not be changed without the prior written consent of ZeroFOX.
3. **Additional Professional Services**. Silver Support Services do not include managed services, on-site support, training, senior incident management support and technical analysis, implementation or documentation services (collectively, "**Professional Services**"). Any Professional Services to be provided will be included in an Order Form, with additional terms set forth in a Statement of Work. ZeroFOX shall be under no obligation to perform Professional Services until an Order Form and Statement of Work in relation thereto has been mutually executed.

Section - EXHIBIT 3 PLATINUM FULLY-MANAGED SERVICES AGREEMENT

This **Platinum Fully-Managed Services Agreement** (the “**Agreement**”) is hereby incorporated into this Attachment A.

1. **PLATINUM FULLY-MANAGED SERVICES.** During the Access Term, ZeroFOX agrees to perform for Ordering Activity the following services (the “**Managed Services**”) if Ordering Activity has purchased such Managed Services:
- a. ZeroFOX will monitor alerts provided by the Application Services for social entities that are identified by Ordering Activity, such as people, organizations or brands, keywords or data, or hashtags (each, a “**Social Entity**”). Ordering Activity will initially designate the specific Social Entities to be monitored by ZeroFOX, up to the number of Social Entities designated on the applicable Order Form. Social Entities may not be changed without the prior written consent of ZeroFOX. As part of the Managed Services, ZeroFOX will:
 - i. monitor the Social Entities defined in the Order Form;
 - ii. create FoxScript rules based on criteria established by Ordering Activity or ZeroFOX, as applicable;
 - iii. monitor alerts identified by the Application Services, and investigate and analyze such alerts;
 - iv. create an automated takedown process based on guidelines established by Ordering Activity;
 - v. submit takedowns to social media networks on behalf of Ordering Activity;
 - vi. make provision for token refreshing as needed; and
 - b. All Managed Services will be performed remotely unless otherwise set forth on an Order Form. ZeroFOX is under no obligation to perform on-site services as part of this Agreement.
 - c. ZeroFOX will provide commercially reasonable telephone and / or email support for problem determination and resolution during normal business days.
 - d. Summary of services are:

Phone or Email Support	Monday-Friday 8:00AM - 8:00PM EST
Dedicated Customer Success Expert	12 Hours/Quarter
Annual Takedown Limit	Per Sales Order
Platform QuickStart (Setup & Onboarding)	Per Sales Order
Support Response Time	Less Than 24 Hours
Weekly Reporting	Included
Monthly Executive Reporting	Included
Annual Personalized Training	Included
Annual Optimization & Tuning	Included
Data Export	Included
Product Upgrades	Included
FoxScript Development	1 Per Quarter

Support Phone Number: 1-855-ZFOX-FOX (1-855-9369369), Option 2

Support

Email Address: support@zerofox.com