

Lastline, Inc.

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Lastline, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
 - t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
 - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.



ATTACHMENT A

END USER LICENSE AGREEMENT **(Commercial Terms and Conditions)**

The GSA Schedule Contractor acting by and through its supplier, Lastline, Inc., (“**Lastline**”) and the user of the Licensed Product(s) purchasing under the GSA Schedule Contract (“**Customer**” or “Ordering Activity”), enter into this agreement including any schedules, exhibits or other attachments (collectively, this “**Agreement**”) effective as of the date set forth on the Order Form.

RECITAL

Lastline has developed several anti-malware software application solutions for use in protecting computers and computer network systems. Customer desires to license certain of such solutions pursuant to the terms and conditions of this Agreement.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows;

AGREEMENT

1. Definitions:

- a. **API** A set of web-based services providing programmatic access to Lastline systems and data, together with all updates, revisions, any associated tools and Documentation that Lastline may make available.
- b. **Artifact** Means any potentially malicious file, URL, email content, or other material submitted by the Customer to the Licensed Product for analysis.
- c. **Business Purpose** Use of the Licensed Products and Documentation for the protection of Customer's networks in accordance with the terms of this Agreement.
- d. **Comparative Information** The criteria measured as part of a competitive analysis, including, but not limited to, performance, latency, usability, efficacy, effectiveness, identification, and detection capability, or comparison of a product's capability to another product.
- e. **Documentation** User manuals regarding the Licensed Product and made available to Customer.
- f. **Fees** The Fees identified in the Order Form and any other Fees that may become due pursuant to this Agreement.
- g. **Installation Environment** The location of the data center at which the Licensed Products are hosted and accessed and as indicated on any Order Form as either Air Gap, Hosted, or On-Premises Data Share or On-Premises Private.
- h. **Licensed Product** As specifically indicated on any Order Form, the Licensed Product that is able to identify malicious content within Artifacts, as well as any Updates, Upgrades and new Versions that Lastline develops and makes available to Customer during the License Term.
- i. **Malicious Artifact** A file made available to Customer by Lastline for downloading individual Malicious Artifacts collected from the internet
- j. **Order Form** Customer's purchase order identifying the Licensed Products by SKU, complete product description and associated Fees (derived from the GSA Schedule pricelist) and incorporating the terms and conditions of this Agreement by reference.
- k. **Term License** The period of time that Customer is authorized to Use the Licensed Product, as set forth in the Agreement, and Fees are paid pursuant to the Order Form.
- l. **Update** Enhancements, modifications, or improvements of the Licensed Product that contains bug fixes and/or minor enhancements or improvements that are made generally available by Lastline to its Customers for no additional license Fee. For clarification, Updates do not contain significant new features or functions that materially impact the performance and/or the nature of services rendered.
- m. **Update Server** Lastline's site on the internet from which Customer may download updates for Licensed Products including blacklists.

- n. **Upgrades** A Version or upgraded Version of the Licensed Product that contains significant new features and is made generally available by Lastline to its Customers. Upgrades are only for items that do not require an additional license.
- o. **Use** Authorized access to and Use of (without the right to modify) only the Licensed Products and Documentation as set forth in the Order Form and pursuant to the Agreement and solely for Business Purposes.
- p. **User** The number of employees, contractors or individuals within an organization who Use or have the access to Use the Customer systems and networks on which Customer intends to Use the Licensed Product. A User who uses or has access to Customer systems and networks across multiple devices is nonetheless counted as a single User.
- q. **Version** An update or upgrade of the Licensed Product that adds new functionality to the software.

TERMS AND CONDITIONS

2. License Grant; Restrictions; Malware Artifact Access

a. **License** Subject to the terms hereof, payment of all Fees, and in accordance with applicable User/Use limitations, Lastline hereby grants Customer a non-exclusive, non-transferable, limited Term License, without the right to sublicense, for Customer to Use the Licensed Products, in executable object code format only and the Documentation for Business Purposes. The Term License is limited to the term, number of Users and Installation Environment indicated on the Order Form. Customer agrees to notify Lastline at the time of renewal of any changes in the number of Users being protected or any changes to the Installation Environment.

b. **Restrictions** Customer may not rent, lease, sell, transfer (by sublicense, assignment or otherwise), time share, modify, adapt, alter, translate, reproduce, copy, make derivative works from, distribute, publish, use to provide rental or service bureau services, or publicly display the Licensed Products or Comparative Information. Customer may only Use the Licensed Products and Documentation for Business Purposes. Customer may not reverse engineer, decompile, disassemble or otherwise attempt to discover or reconstruct the source code, underlying ideas, algorithms, programming interfaces or configuration files for the Licensed Products, except as may be allowed under applicable law and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to the respective owners. Customer may not use the Licensed Products or Documentation to build similar or competitive products. Customer may not publish or disclose to any third party any performance or benchmark tests, analyses, or any Comparative Information relating to the Licensed Products or the use thereof. Customer may not permit any person or entity to breach the restrictions in this Subsection 2b (Restrictions). Any future release, Update, Upgrade or Version to the Licensed Products or Documentation shall be subject to the terms of this Agreement, unless Lastline expressly states otherwise.

c. **Reservation of Rights** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly granted herein, Lastline and its suppliers and any Third Party Licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Licensed Product, to include the underlying software, the APIs, the Malware Artifacts and Documentation, and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited Term License right to Use the Licensed Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder, no ownership rights are being conveyed to Customer under this Agreement or otherwise.

d. **Third Party Code** The Licensed Products contain certain items of independent, third party code for which Lastline is required to provide attribution to the third party ("**Third Party Code**"). The Third Party Code is provided with certain third party data, information and feeds (collectively "**Feeds**") that are owned by the applicable third party. The restrictions in Subsection 2b (Restrictions) apply to all such Feeds. A list of this Third Party Code is available at <https://update.lastline.com/updates/distros/open-source-licenses.txt>. Lastline represents that these Third Party Code providers will not diminish the license rights provided herein or limit Customer's ability to Use the Licensed Product in accordance with the applicable Documentation, and neither the inclusion of Third Party Code in any Licensed Product or use of Third Party Materials will create any obligation on Customer's part to license Third Party's Code under any open source or similar license.

e. **Malware Artifacts Access** Customer has access to download individual Malicious Artifacts from the Licensed Product during the Term, Customer may download and Use the Malicious Artifacts solely for the purposes of testing the Licensed Products or research of the Malicious Artifact. Customer acknowledges and agrees that Customer shall only use the Malicious Artifacts in a secure and isolated lab environment. Customer assumes all risk and liability for using the Malicious Artifacts and Customer shall not distribute the Malicious Artifacts to any third parties or use the Malicious Artifacts for any purposes other than those identified herein.

3. Term

a. **Term** Unless otherwise set forth on the Order Form, this Agreement will commence on the Effective Date and shall remain in full force unless earlier terminated(the "**Agreement Term**").

b. **Licensed Product Term** The Licensed Product Term commences with the issuance of a license key and the license start date stated on the Order Form and expires on the end date set forth in the Order Form (“**Initial Term**”). Customer agrees to install the Licensed Product within 30 days of the license start date. Upon expiration of the Initial Term, the license for the Licensed Product may be renewed by Customer for successive 1-year terms by both parties executing a new Purchase Order, or option to an existing Purchase Order in writing, or a different period if so indicated on the Order Form for renewal (each a “**Renewal Term**”). The Initial Term and Renewal Term(s) shall be collectively referred to as the “**License Product Term**.”

4. **Confidentiality** The Licensed Product in source code form remains a confidential trade secret of Lastline and/or its suppliers. The Licensed Product is protected by the copyright and other intellectual property laws of the United States. Customer acknowledges that, in the course of using the Licensed Product, including the Software, Customer may obtain or learn information relating to the Licensed Product, which may include, without limitation, information relating to the performance, reliability or stability of the Licensed Product, operation of the Licensed Product, knowhow, techniques, processes, ideas, algorithms, and software design and architecture (“**Proprietary Information**”). As between the parties, such Proprietary Information shall belong solely to Lastline. Subject to the Freedom of Information Act, 5 U.S.C. § 552, during and after the term of this Agreement, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, Proprietary Information to any third party.

5. **Reserved.**

6. **Installation Environment/Third Party Software** When the Licensed Product is deployed in an On-Premises Installation Environment, Customer will be responsible for the cost of any third party software required to Use and enable deployments of the Licensed Product’s Sandbox functionality (e.g., Microsoft Windows, Microsoft Office.). Information related to the third party software requirements is provided in the Documentation. If Customer accesses Lastline’s Malicious Artifacts, Customer is solely responsible for providing all equipment necessary for testing and researching the Artifact, including but not limited to, the secure and isolated lab environment.

7. **Additional Licenses** Subject to reasonable prior notice and upon Customer’s issuance of an Order Form for additional licenses, Lastline may increase the scope of Customer’s license to the Licensed Products.

8. **Provide Accurate Information** In consideration of Customer’s Use of the Licensed Products, Customer agrees to (i) provide true, accurate, current, and complete information about the number of Users as prompted by Lastline and (ii) maintain and promptly update the registration data to keep it truthful, accurate, current, and complete. Customer may receive account information (such as a username, password, API key or token) to use to access Customer’s account for the Licensed Product.

9. **Reserved.**

10. **Support and Upgrades**

a. **Support Service** Lastline will provide support to assist Customer in installing the License Products and achieving operational status for the Licensed Products in accordance with the Documentation. Additional application support services shall be made by mutual written agreement on: (i) the schedule for the performance of the additional services, (ii) Lastline’s Fees, if any, for the additional services, and (iii) any additional service terms and conditions that may be required and added by mutual consent as an Exhibit to this Agreement.

b. **Software Upgrades** Lastline will periodically make available to Customer through the Lastline Update Server, Updates, Upgrades and current Versions of the Licensed Products which will include corrections, and/or enhancements, and/or improvements. These will be made available at no additional Fee to Customer with an active and fully paid Licensed Product in effect during their License Term. Release of these Updates, Upgrades, and current Versions may impact the on-going support and upgrades to previous Versions of the Licensed Product as outlined in the Lastline Software Lifecycle Policy available from the Lastline Customer Support Portal at <https://support.lastline.com>, and as updated by Lastline from time to time, Customer is responsible for maintaining a currently supported Version for any On-Premises deployments of the Licensed Product(s), to include Hybrid, On-Premises and Air Gap Configurations.

c. **Access to the Lastline Update Server** Lastline will use commercially reasonable efforts to make the Lastline Update Server accessible, but Lastline does not warrant or guarantee continuous availability.

d. **Standard Term** Application support services and access to the Lastline Update Server are subject to this Agreement’s terms and timely payment of all Fees.

11. **Reserved.**

12. **Warranty**

a. **Performance Warranty** For the duration of the License Product Term of an active and fully paid Lastline Licensed Product, Lastline warrants that the Licensed Products, will perform substantially as specified in the Documentation. Lastline does not warrant that the Licensed Products or Documentation, will meet Customer's requirements and expectations, that Licensed Products will be uninterrupted or error-free, or that the Licensed Products will protect Customer's networks from specific threats.

b. **Remedy for Performance Warranty Breach** Lastline's sole obligation with respect to a breach of this Section 12 is to use commercially reasonable efforts to correct the breach. If Lastline is unable to correct the breach despite its use of commercially reasonable efforts, then Lastline will notify Customer and Customer may terminate this Agreement. In the event Customer terminates this Agreement, Lastline will issue to Customer a pro-rata refund of the prepaid fees based on the balance of the then-current Term remaining for the applicable Licensed Products. **THE FOREGOING REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY AND LASTLINE'S SOLE LIABILITY FOR A BREACH OF THE WARRANTY AS SET FORTH HEREIN.**

c. **Warranty Disclaimer** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER LASTLINE NOR ITS THIRD PARTY LICENSORS MAKE ANY ADDITIONAL WARRANTY WITH REGARD TO THE LICENSED PRODUCT, INCLUDING THAT OF ANY OF LASTLINE'S THIRD PARTY LICENSORS AND DOCUMENTATION. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S USE OF THE MALWARE ARTIFACTS IS AT CUSTOMER'S SOLE RISK AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO CUSTOMER'S COMPUTER NETWORKS AND SYSTEMS OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING THE MALWARE ARTIFACTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO ADDITIONAL WARRANTIES ARE MADE WITH REGARD TO THE MALWARE ARTIFACTS COLLECTED FROM THE INTERNET. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, LASTLINE DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PRODUCTS INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LASTLINE DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL PERFORM ERROR FREE OR WITHOUT INTERRUPTIONS.

13. **Limitation of Liability.** IN NO EVENT SHALL LASTLINE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LASTLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID FOR THE LICENSED PRODUCT TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733, and the foregoing limitation of liability shall not apply to personal injury or death resulting from Licensor's negligence, or for any other matter for which liability cannot be excluded by law.

14. **Reserved.**

15. **Ownership** Customer agrees that as a condition of its rights hereunder, Customer will not remove any product identification, copyright, proprietary or any other notices on the media, within the code and on all copies thereof, and on the Documentation, which appear on the media or within the code of the Licensed Products, and/or on all materials delivered by Lastline.

16. **Reserved.**

17. **Reserved.**

18. **Privacy** Customer agrees to Lastline's collection, use, and disclosure of information as set forth in Lastline's attached Privacy Policy ("Privacy Policy"). Lastline uses Customer personal information only in connection with the administration of Customer's account as set forth in the Privacy Policy. In a Hosted or Hybrid Installation Environment, Lastline uses information gained during the analysis of Artifacts to assess if a subject is malicious and will use and share that information regarding Malicious Artifacts and any malware samples collected in such analysis according to the terms of our Privacy Policy.

19. **General Provisions**

a. **United States Government Restricted Rights** All Products are commercial in nature and developed solely at private expense. The Product(s) are delivered as Commercial Computer Software as defined in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Lastline's Software License Agreement for such software. Technical data is provided with limited rights only as provided in DFARS 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.

b. **Export** Customer is responsible for listing the country or countries in which any Lastline technology is deployed/used in the Order Form. Customer may not use, export, import, or transfer the Licensed Products and Documentation except as authorized by U.S. law, the laws of the jurisdiction in which Customer obtained the Licensed Products and Documentation, and any other applicable laws. In particular, but without limitation, the Licensed Products and Documentation, may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Licensed Products and Documentation, Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer also will not use the Licensed Products, Documentation, or Malicious Artifacts for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Customer acknowledges and agrees that products, services or technology provided by Lastline are subject to the export control laws and regulations of the United States. Customer shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Lastline products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

LASTLINE PRIVACY POLICY

Effective Date: December 23, 2019

This Privacy Policy applies to our Service platform owned and operated by Lastline, Inc. ("Lastline") that uses our customer's Personal Data only in connection with the administration of their account as set forth in this Privacy Policy ("Policy"). Lastline respects the privacy of our customers and is committed to protecting the Personal Data that they share with us. This Policy describes how Lastline collects, uses, shares, secures and processes information from the networks of our customers in the course of providing threat detection Services ("Services"), and outlines the ways in which our customers can control our use of that information. The use of information collected through our service shall be limited to the purpose of providing the service for which the Client has engaged Lastline.

Terms

- **Artifact** – means any potentially Malicious file, URL, email content, or other material collected by the Sensor or submitted by the Customer to the Licensed Product for analysis.
- **Artifact Sharing** – means the sharing of Suspicious and Malicious Artifacts with Lastline as determined by the product SKU purchased by the customer. Customers not wishing to share Suspicious or Malicious Artifacts with Lastline can purchase an On-Premises Private or On-Premises Air Gap deployment.
- **Benign** – Those Artifacts Lastline scores as 0-29.
- **Hosted** – The Licensed Product is installed in a hybrid deployment where the Lastline deployment leverages a multi-tenant Hosted platform installed in the Lastline Datacenter and sensors deployed at various sites in the customer's network.
- **Malicious** – Those Artifacts Lastline scores as 70 or higher.
- **Meta data** – Is data that describes the Artifact and results of the analysis of the Artifact.
- **On-Premises Artifact Sharing** – The Licensed Product is installed in a data center located at a Customer's site. The Customer's deployment shares information about Suspicious and Malicious Artifacts identified by their system with Lastline.
- **On-Premises Private** – The Licensed Product is installed in a data center located at a Customer's site. The Customer's system does not share any Artifacts with Lastline but is capable of receiving information about Malicious Artifacts from Lastline.
- **On-Premises Air Gap** – The Licensed Product is installed in a data center located at a Customer's site. The Customer's system shares no information with Lastline and does not receive any information about Malicious Artifacts from Lastline.
- **Personal Data** – means any information relating to an identified or identifiable natural person ("data subject") who can be directly or indirectly identified in particular by reference to an identifier, such as name, location etc.
- **Services** – Means the analysis of Artifacts provided by Lastline to Company.
- **Suspicious** – Those Artifacts Lastline scores between 30 and 69.

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

Lastline participates in, and has certified its compliance with, the EU-US. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all Personal Data received from European Union (EU) member countries and Switzerland, respectively, in reliance on each Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's Privacy Shield List. [<https://www.privacyshield.gov>]

Lastline is responsible for the processing of personal data it receives under each Privacy Shield Framework and subsequently may transfer it to a third party acting as an agent on its behalf. Lastline complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer of liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Lastline is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have unresolved privacy or data use concerns that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the [Privacy Shield website](#), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

Lastline commits to cooperate with the panel established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) and comply with the advice given by such authorities with regard to human resources data transferred from the EU and Switzerland in the context of the employment relationship.

IN THE EUROPEAN ECONOMIC AREA

[Contact us](#) or our European GDPR Representative at the address below or by sending an email to security@lastline.com. Please include your contact information, the name of the Lastline product or website, and a detailed description of your request or privacy concern.

Mail to: Lastline UK Office, M/S: Lastline, Inc., C/O Hillier Hopkins LLP, Chancery House, 199 Silbury Boulevard, Milton Keynes, Bucks, England, MK9 1JL

Information the Lastline Product Collects

Lastline analyzes the traffic on a network and is designed to detect threats posed by malware, as well as communication with Malicious hosts on the internet. Lastline will collect and analyze certain Artifacts (files, URLs, as well as web and email content that could pose a threat to the organizations) that are transmitted via web traffic and as email attachments.

Lastline takes steps to avoid collecting information from our customer's network that could personally identify their end users or collect or view any data that could be reasonably associated to such information. However, the data we collect through our Services to identify security risks may also contain some Personal Data (i.e. username, email address or IP address). This information is only used in protecting the IT infrastructure of the organization

INFORMATION LASTLINE INSPECTS

Network traffic, including:

- The domain names resolved on the network including the host (IP Address) that resolved the domain.
- The content of some network connections that could pose a risk to an organization.
- Network flows to which Lastline network sensors have visibility.
- Executable programs, scripts, documents or other potential Artifacts that may contain executable code downloaded via the web (if Lastline network sensors are deployed) or sent as email messages and attachments (if Lastline email sensors are deployed).
 - This includes email headers and any potentially malicious content in the email body.
 - Refer to the Lastline Technical Support Knowledge Base for explicit details on files Lastline is able to analyze.
- In On-Premises deployments of Lastline product offerings, with Artifact Sharing enabled (default behavior), the following Artifacts are shared with Lastline:
 - Artifacts Lastline identifies and scores as Suspicious (30+) or Malicious (70+) [default; users customizable] are shared with Lastline for additional analysis.

- These sharing options can be altered by the customer pursuant to their license agreement to expand file types shared with Lastline. (customers may refer to the Lastline Technical Support Knowledge Base or the user documentation for additional information regarding this functionality.)

Email contents, including:

- Header information from email messages inspected by the Lastline Sensor or submitted via the API.
- In hosted Deployments: Potentially Suspicious or Malicious Email Attachments
- On-Premises Artifact Sharing Deployments: Any submitted Suspicious and Malicious content.

INFORMATION LASTLINE RETAINS

- Alert information, as well as activity that could become an alert, is collected whenever a computer is attached to a customer's network and performs Malicious activity for the purpose of providing organizations with meaningful reports regarding their security posture.
 - In On-Premises deployments, this data is stored on the local Manager, and not share with Lastline
 - In Hosted deployments, this data is stored in the Lastline Data Center.
- Lastline will retain versions of all content submitted to the Lastline Hosted infrastructure, directly leveraging the UI or via the API. Artifacts are retained if submitted via the API, unless the delete after analysis flag has been set in the API call. Artifacts are always retained when submitted via the UI.
- For customers with a Hosted deployment, Lastline will retain all Artifacts captured by the Lastline Sensor as well as any file the user uploaded or has configured to be uploaded to the system.
- Lastline will generate and retain metadata as well as subsequent stage Artifacts generated during the Lastline analysis. This includes metadata about the file and behaviors observed during analysis, process snapshots, screenshots of analyzed content.
- Customers with On-Premises systems can use the configuration options provided in the product portal to view, manage, and disable information that should never be shared/transmitted to Lastline. All data is retained for customers with a Hosted deployment for 30 days after the term of the agreement.

INFORMATION LASTLINE SHARES

- Lastline will share the hashes and Meta data about Malicious Artifacts that are detected within a Hosted or On-Premises deployment (if Artifact Sharing is enabled).
 - Metadata about the file is not available to a customer, unless that customer's Lastline deployment has analyzed the same Artifact, or the Artifact is publicly available on the Internet.
- Lastline may exchange some Malicious Artifacts and Artifact metadata submitted to the Lastline Platform with other cyber security vendors, with whom we have a confidentiality agreement, to allow both vendors to improve and enhance their respective technologies to defend against new threats or attack vectors.
 - Pursuant to the license agreement, Customers can opt-out of this level of sharing any Malicious Artifacts with Lastline by sending an email to support@lastline.com.

Information Lastline Collects

In order for a customer to license our products and obtain technical support Services, we will collect certain Personal Data, such as the first and last names of our contacts, mailing address (including postal

code), email address, cell phone or work phone. This information is used only in connection with the administration of a customer's account with Lastline and for no other purpose.

For the purpose of marketing activities, we may collect the following Personal Data from you: name, title, location, company name, phone number and email address via our website, if you wish to request some types of product or company related content, a product demo or contact us for other reasons.

If you believe that we have inappropriately collected your Personal Data and you would like to request that it be removed from our databases, please contact our Data Protection Officer

at privacy@lastline.com.

USER DATA SUPPLEMENTATIONS

We may receive information about you from other sources, including publicly available databases or third parties from whom we have purchased data and may combine this data with information we already have about you. This is to help us update, expand and analyze our records, identify new customers, and provide products and Services that may be of interest to you. If you provide us Personal Data about others, or if others give us your information, we will only use that information for the specific purpose for which it was provided to us.

Examples of the types of Personal Data that may be obtained from public sources or purchased from third parties and combined with information we already have about you, may include:

- Address information about you from third party sources, such as the U.S. Postal Service, to verify your address so we can properly send necessary correspondence.
- Purchased marketing data about our prospects or customers from third parties that is combined with information we may already have about you to create more tailored information about our products.

In order to opt-out of our marketing communications, please send a request to our Data Protection Officer at privacy@lastline.com.

HOW WE USE THE DATA WE COLLECT

Lastline does not sell, trade or rent to third parties any of the information we collect from our customer's network, or Personal Data (together "the Data"). We may use the Data that we collect for the following purposes:

- To provide our customers with our Services;
- To provide our customers with customized content;
- To process and respond to inquiries related to the Services or to our customer's account;
- To provide our customers with important notices relating to the Services, including scheduled downtime and updates to the software;
- To provide, maintain, protect and improve our Services; and
- To protect Lastline and our customers.

Tracking Technologies

Lastline and its partners use cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our website or service.

As is true of most websites, we gather certain information automatically. This information may include Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends in the aggregate and administer the site.

We partner with a third party to implement marketing programs promoting Lastline and our products on third-party websites using cookies or similar technology. As part of this process we do not collect any Personal Data about website visitors. Anyone can remove themselves from these programs simply by erasing the cookies on their computer. Please note that you will continue to receive generic ads on some websites other than Lastline.com; this is outside of the control of Lastline.

The use of cookies by our partners, affiliates, tracking utility company, and service providers is not covered by this Policy. We do not have access or control over these cookies. Our partners, affiliates, and service providers use session ID cookies to understand usage patterns on the website. These companies are obligated to protect our customer's Personal Data in accordance with their own policies, and Lastline

is not responsible for the privacy practices of other companies' websites or Services to which our products and Services may link or otherwise refer.

In order to personalize communications with our customers and to improve our Services, we may also ask you to provide consumer satisfaction information regarding your experience with our Services. You have the option of choosing not to provide that information.

Third Party Partners

To provide the Lastline Hosted and some On-Premises Services, we may share submitted Artifacts and other meta data with third parties that provide Services, such as information processing, data storage and security Services, for instance Cloud hosting and data service providers. These third parties are only authorized to use our customer's data as necessary to provide Services to Lastline and are obligated to protect our customer's network data with provisions at least as protective as those contained in this Policy, and each such provider has security measures in place at least as protective as those described in this Policy.

SHARING WITH SERVICE PROVIDERS

We may share your information with third parties who provide services on our behalf to help with our business activities. These companies are authorized to use your Personal Data only as necessary to provide these services to us. These services may include:

- Delivering letters or packages
- Payment processing
- Providing customer service
- Sending marketing communications
- Conducting research and analysis
- Providing cloud computing infrastructure

Legal Notice

We may disclose your Personal Data as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

If Lastline is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership, uses of your Personal Data, and choices you may have regarding your Personal Data.

We may also disclose your Personal Data to any other party with your prior consent.

Protection of Personal Data

Lastline takes precautions, including administrative, technical, and physical measures, to safeguard our customer's Data against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration and destruction.

Lastline uses industry-standard efforts to safeguard the confidentiality of Data, including encryption, firewalls and SSL (Secure Sockets Layer). We have implemented reasonable administrative, technical, and physical security controls to protect against the loss, misuse, or alteration of our customer's Data.

Lastline as a Service Provider

Lastline collects information under the direction of its customers and has no direct relationship with the individuals whose Personal Data it processes. If you are an employee or client of one of our customers and have questions, please contact your IT Security Team or Managed Service Provider for additional information. We may transfer contact information of customers and prospects to companies that help us provide our Service. Transfers to subsequent third parties are covered by the service agreement with our customers.

Lastline acknowledges that you have the right to access your Personal Data. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct their query to our customer (the data controller). If requested to remove data, we will respond within a reasonable timeframe.

[Access & Data Retention](#)

Upon request, Lastline will provide you with information about whether we hold any of your Personal Data. If you wish to correct, amend, cancel your account or request that we no longer use your information to provide Services, you may contact us at: info@lastline.com. We will respond to your request within a reasonable timeframe. We will retain your information for as long as your account is active or as needed to provide you with our Services. We will retain and use your information only as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

[Newsletter Preferences](#)

You may sign up to receive an email or newsletter or other communications from us. If you would like to discontinue receiving this information, you may update your email preferences by using the “Unsubscribe” link found in emails we send to you or at your member profile on our website or by contacting us at support@lastline.com.

[Notification of Privacy Policy Changes](#)

We may update this Policy from time to time to reflect changes to Lastline’s information practices. If we make any material changes, we will notify you by email (sent to the email address specified in your account) or by means of a notice on this website prior to the change becoming effective. We encourage our customers to periodically review this page for the latest information on our privacy practices.

Lastline, Inc.

1825 S. Grant St., Suite 635

San Mateo, CA 94402

privacy@lastline.com

