

GENERAL TERMS AND CONDITIONS

CUBE SECURITY

1 GENERAL

These general terms and conditions (“**General Terms**”) and the Customer’s subscription of the Service incorporating these General Terms forms an agreement (“**Agreement**”) between the Customer and Netox Oy (“**Netox**”).

These General Terms apply to the provision of the Services by Netox to the Customer.

The person entering into the Agreement on behalf of the Customer represents that they are authorized to accept the Agreement on behalf of the Customer. Netox and the Customer hereafter also together the “**Parties**” and each individually a “**Party**”.

2 DEFINITIONS

For the purposes of these General Terms, the following terms shall have the following meanings:

“**Agreement**” means the agreement entered into by Netox and the Customer that incorporates these General Terms and under which Netox provides the Services to the Customer.

“**Authorized User**” means any individual who is an employee of the Customer or an affiliate, partner, service provider or such other person or entity as may be authorized by Customer to access the Service pursuant to the Customer’s rights under the Agreement.

“**Customer**” means the entity subscribing the Services.

“**Customer’s Material**” means any information or material submitted to the Service by the Customer or an Authorized User, or a third party acting on behalf of the Customer or an Authorized User.

“**General Terms**” mean these general terms and conditions.

“**Intellectual Property Rights**” mean (a) any and all subject matter that is entitled to protection of rights under patent law, copyright law (including, but not limited to, economic and moral rights) and neighboring rights, trademark law (including common law protection), design patent or industrial design law, trade secret law and/or any other

statutory provision or common law principle in any country, state or jurisdiction, including legal provisions governing the protection of confidential information and trade secrets, as well as any and all rights to make changes on them and to assign them to third parties with or without the right to reassign, and (b) all registrations and applications for registration of the subject matter identified in (a) above.

“**Terms of Use**” mean the terms of use available at <https://cubesecurity.com>.

“**Service**” means the CUBE Security provided by Netox as Software-as-a-Service and related materials, documentation and media which includes, but is not limited to, any and all enhancements, new releases, new versions, additions, amendments, changes, enhancements, updates and/or other modifications.

“**Services**” mean the Service and any other services provided by Netox to the Customer under the Agreement.

3 SERVICES

3.1 Subscription. Subject to the Customer’s compliance with the Agreement, and in particular subject to the Customer’s timely payment of the fees set out hereunder, Netox grants to the Customer a limited, non-exclusive, non-transferable, and revocable right to (i) access and use the Service, and (ii) grant access to its Authorized Users to the Service in accordance with this Agreement and any applicable laws, rules and regulations for the term of this Agreement. The Customer shall be liable for its Authorized Users’ acts and omissions as for its own.

3.2 Authorized Users. The maximum number of Authorized Users that may access and use the Service shall not exceed the number of user subscriptions the Customer has purchased from time to time.

3.3 Service Description. Netox shall make reasonable efforts to ensure that the Service performs materially in accordance with the service description available at <https://cubesecurity.com>. All Services will be provided by using Netox’s working methods and tools. The Services provided

by Netox may contain services provided by third parties.

3.4 Modifications and Availability. Netox may modify the Service at any time with or without prior notice to the Customer. The Customer acknowledges that it may be necessary for Netox to perform scheduled or unscheduled repairs or maintenance, which may temporarily degrade the quality of the Service. Unless otherwise agreed in writing between Netox and the Customer, any degradation or interruption in the Service shall not give rise to a refund or credit of any fees paid by the Customer. Should the Customer not agree to the modifications and/or changes made by Netox to the Service, the Customer shall cease using the Service no later than when the modification/change is due to come into effect.

3.5 Support Services. Netox may, as part of the Services provide the Customer with support services in accordance with Netox's support services policy. The fees for the support services are set out in the support services policy. Netox may amend the support services policy in its sole and absolute discretion from time to time.

4 CUSTOMER'S OBLIGATIONS

The Customer undertakes, and shall ensure that the Authorized Users undertake to:

- i) use the Service in accordance with the Agreement, the Terms of Use, all applicable laws and regulations, and the instructions given by Netox;
- ii) immediately inform Netox by e-mail at support@cubeseconomy.com as soon as it becomes aware of a malfunction of the Service, any unauthorized use or access of the Service or any known or suspected breach of security of the Service;
- iii) take appropriate administrative and technical security measures to protect access to the Service;
- iv) reply to all Netox's questions and otherwise assist and be available for the reproduction, correction, bug-fixes, or solving of errors or other problems;
- v) acquire, install, configure, maintain and dispose at its own expense all technical prerequisites (hardware, software and connectivity) required for the use of and access to the Service;

- vi) without delay and without any further compensation correctly and to the extent necessary give Netox all information and material required by Netox and necessary for the initiating and providing the Service;
- vii) ensure that Netox's personnel responsible for the provision of the Service are provided access to the Customer's hardware, software and material, which Netox deems necessary for the provision of the Service; and
- viii) ensure that all information, material and instructions provided by the Customer to Netox are true, accurate and correct, and that it has the right to provide such information to Netox.

The Customer shall not, and shall not permit any Authorized User or other party to:

- i) modify, adapt, alter, translate, or create derivative works of the Service;
- ii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any third party;
- iii) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Service;
- iv) bypass, delete, or disable any copy protection or security mechanisms of the Service;
- v) remove any notice of proprietary rights from the Service;
- vi) attempt to gain unauthorized access to, or disrupt the integrity, performance or security of the Service or the data contained therein;
- vii) copy the Service, except as expressly allowed herein; or
- viii) use the Service in violation of the Terms of Use.

5 FEES

5.1 Fees. The fees for the Services are available in the Service and at <https://cubeseconomy.com>. Netox shall have the right to change the fees by providing the Customer fourteen (14) days' advance notice.

Any changes in the fees shall apply at the beginning of the Customer's following Renewal Term (as defined below). All fees due under the Agreement are non-cancellable and the sums paid non-refundable.

5.2 Taxes. The fees are exclusive of VAT, withholding tax, and other similar taxes or public charges. When applicable, VAT, sales tax, withholding tax and other similar taxes and public charges shall be added to the fees.

5.3 Payment. The Customer shall pay the fees for the Services using a credit card in advance for the Initial Term (as defined below) and any successive Renewal Term (as defined below) on the first day of the Initial Term and each Renewal Term. The Customer hereby authorizes Netox to charge the credit card for the Initial Term and any successive Renewal Terms. In case the Customer makes changes to its subscription (e.g. changes the number of its user subscriptions or the subscription model) during the Initial Term or any Renewal Term and the changes increase the fees payable by the Customer, Netox shall have the right to immediately charge the Customer for the difference in the fees. Netox may use a third-party payment platform ("**Payment Processor**") to process the Customer's payments and the Customer's use of the Payment Processor's services will be solely subject to the terms and conditions applicable to the Payment Processor's services and all documents relating to the Customer's payment will be provided by the Payment Processor. If the Customer's credit card is declined, Netox will attempt to reach out to the Customer for a new payment method. If Netox fails to resolve an issue with the Customer resulting from a credit card decline or expiration, Netox may terminate the Agreement due to non-payment. The Customer agrees to notify Netox of all invoicing disputes within fourteen (14) days of delivery of the invoicing statement or invoice, and disputes not made within that time are waived.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 General. The title and all Intellectual Property Rights in and to the Service and any related materials, documentation, information and media, including, but not limited to, any and all enhancements and other modifications shall at all times exclusively belong to and be retained by Netox and/or its licensors. Netox shall own the title and all Intellectual Property Rights to any and all metadata generated from the Customer's use of the Services.

6.2 Customer's Material. The Customer retains the title and all Intellectual Property Rights in and to the Customer's Material. The Customer grants to Netox a non-exclusive, worldwide, royalty-free right to use the Customer's Material for the purposes of (a) providing the Services to the Customer; and (b) improving, developing or enhancing Netox's products and services.

6.3 Feedback. In the event the Customer, at its sole discretion, provides to Netox any input, feedback, development ideas, proposals or other such information concerning the Service or any other Netox's services ("**Feedback**"), Netox shall have a royalty-free right to use the Feedback for the purposes of improving, developing or enhancing Netox's products and services.

7 INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

Netox warrants that the Service does not infringe any intellectual property right enforceable in the agreed country of delivery or use. Netox shall at its own expense defend and indemnify the Customer against claims and actions that the Service infringes an intellectual property right of a third party, provided that the Customer notifies Netox promptly in writing of such claims, and permits Netox to defend or settle the claims, and gives Netox all necessary information and reasonable assistance available and all necessary 1 authorizations. If it is established that, or if in the justified opinion of Netox, the Service infringes an intellectual property right of a third party, Netox shall at its own expense either (i) obtain the right to use of the Service for the Customer, (ii) substitute the Service with another product providing the same functionalities, and/or (c) modify the Service in order to eliminate the infringement. If none of the above-mentioned alternatives is available to Netox on reasonable terms, the Customer shall, at the request of Netox, stop immediately using the Service, and Netox shall credit the fees paid by the Customer for the Service less the proportion of the price corresponding to the actual time of use. Netox shall, however, not be liable to the Customer if the claim results from the use of the Service in combination with any data, product or software not supplied by Netox. This Section 7 states the entire liability of Netox and the Customer's sole and exclusive remedies for an infringement of intellectual property rights.

8 CONFIDENTIALITY

Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be

understood to be confidential, and may not use such material or information for any other purposes than those set forth in the Agreement and only to the extent necessitated by the Agreement and shall have the right to disclose the said material and information to its employees, subcontractors and/or advisors only on a need-to-know basis provided, however, that they are obligated to keep the material and information in confidence and may not use them for any other purpose than the purpose of the Agreement. The confidentiality obligation shall, however, not be applied to material and information (i) which is generally available or otherwise public, (ii) which the Party has received from a third party without any obligation of confidentiality, (iii) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto, (iv) which a Party has developed independently without using material or information received from the other Party, and/or (v) which a Party shall disclose pursuant to a law, decree or other order issued by the authorities or a judicial order. However, each Party's representatives shall be entitled to use the professional skills and experience acquired in connection with the delivery of the Services.

9 LIABILITY, NO WARRANTY

9.1 General. Neither Party shall be liable to the other Party for any loss of data, production, interest, revenues, profits, business, contracts, anticipated profits, goodwill or business opportunities or for any other indirect, incidental, economic or consequential loss or damage even if the loss or damage was reasonably foreseeable or the other Party has been advised of the possibility that such loss or damage may occur. In no event shall Netox's total aggregate liability for damages to the Customer during one calendar year exceed an amount equal to the fees paid by the Customer for the Service during the six (6) months immediately preceding the date on which the claim arose, irrespective of whether the Customer's claim is based on breach of contract, negligence or otherwise.

9.2 Exclusions. The limitations of liability set out in Section 9.1 shall not apply to damages a) caused by a breach of confidentiality obligations under Section 8 or b) caused by the Customer's breach of Netox's or its licensors' Intellectual Property Rights or c) caused by wilful misconduct or gross negligence.

9.3 No Warranty. The Customer accepts that except as otherwise expressly agreed in the Agreement, the Services and any other products

and services provided by Netox under the Agreement are provided on "as is" and "as available" basis. Except as otherwise expressly agreed in the Agreement, Netox makes no warranties, express or implied, and expressly disclaims any implied and express warranties and conditions of non-infringement, correctness, availability, merchantability, and fitness for particular purpose.

10 TERM AND TERMINATION

10.1 Trial Term. Netox may make the Service available to the Customer free of charge for a trial period of fourteen (14) days ("**Trial Term**"). If the Customer does not terminate the Agreement prior to the expiry of the Trial Term, Netox will charge the Customer for the Service in accordance with Section 5.3 upon expiry of the Trial Term.

10.2 Term. The Agreement shall commence upon the Customer's subscription of the Service and shall continue in effect for one (1) month (the "**Initial Term**"). The Initial Term shall automatically renew for successive one (1) month periods (each a "**Renewal Term**"), unless either Party terminates the Agreement by notifying the other Party of its intention not to renew prior to expiration of the Initial Term or the then-current Renewal Term. The Customer may terminate the Agreement by cancelling the Service via the Payment Processor's service accessible in the Service. In case the Agreement is terminated, the Customer will no longer be invoiced for the Service after termination expiry of then-current Initial Term or Renewal Term.

10.3 Termination. Either Party shall have the right to terminate the Agreement with immediate effect, in whole or in part, upon written notice to the other Party, if the other Party (a) is declared bankrupt, is put into liquidation or it otherwise ceases with its payments, and/or (b) commits a substantial breach of the terms and conditions of the Agreement and, where breach is remediable, does not remedy such breach within thirty (30) days of the written notice.

10.4 Suspension, Limitation and Termination of Access. Netox shall be entitled to immediately suspend, terminate or limit the Customer's and the Authorized Users' access to the Service at any time in the event that Netox determines that (i) the Customer or its Authorized Users use the Service in violation of the Agreement or any applicable laws or regulations; (ii) the Customer or its Authorized Users use the Service in an unauthorized, inappropriate, or fraudulent manner; (iii) Netox is prohibited from providing the Services; (iv) there is any event which may create a risk to the Service or

to Netox's customers; (v) there is a security incident or other disaster that impacts the Service or the security of the Service; or (vi) the Customer's payment of the fees is delayed. Netox shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of the Customer's right to use the Service pursuant to this Section 10.3. In the event of a temporary suspension of the Customer's access to the Service, applicable fees will continue to accrue.

10.5 Effects of Termination. Upon termination of the Agreement, all rights granted to the Customer under the Agreement shall terminate, the Customer shall stop using the Service immediately and the Customer shall remove and delete all copies the Service components (if any) from its network infrastructure. Upon termination of the Agreement, Netox shall not be obligated to return any fees or amounts paid by the Customer to Netox before the termination.

10.6 Survival. Sections 6, 7, 8, 9, and the terms and conditions of the Agreement, which are meant to be in force after the expiry or termination of the Agreement, shall survive the cancellation, expiry or termination of the Agreement.

11 OTHER TERMS

11.1 Force Majeure. Neither Party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under the Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, terrorism, or the intervention of any governmental authority ("**Force Majeure**"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure.

11.2 Subcontractors. Each Party shall have the right to subcontract its obligations under the Agreement. Each Party shall be liable for the work of its subcontractor as for its own.

11.3 Assignment. Neither Party shall be entitled to assign or delegate any of their rights and/or obligations under the Agreement in whole or in part to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, Netox is entitled to assign the Agreement in whole or in part in connection with a transfer of business or any other corporate transaction by giving a written notice to the Customer thereof.

11.4 Notices. Notices required under the Agreement shall be deemed sufficient if made in writing by e-mail to Netox at support@cubesecurity.com and to the Customer at the email address indicated in the Agreement.

11.5 No Agency. Nothing contained in the Agreement will be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

11.6 No Waiver. Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver. No waiver of any term or condition of the Agreement or of any right or remedy arising in connection therewith shall constitute a continuing waiver.

11.7 Severability. If any term or provision of the Agreement is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected and the void, illegal or unenforceable term shall be replaced by a new one being as close to the replaced term as legally possible.

11.8. Entire Agreement. The Agreement constitutes the entire agreement between Netox and the Customer and supersede any prior communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of the Agreement.

11.9 Amendments. Except to the extent otherwise explicitly provided in the Agreement, no modification of the Agreement will be valid unless in writing and signed by a duly authorized representative of both Parties.

11.10 Export. The Customer agrees not to export, re-export, or transfer, directly or indirectly, any software, technology or information forming a part of the Services or in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

11.11 Marketing. The Customer agrees that Netox may refer to the Customer by name, logo and trademark in Netox's marketing materials and website.

11.12 Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to the

Agreement, or the breach, termination or validity thereof shall be finally settled in arbitration by one (1) arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall be held in Helsinki and the arbitral proceedings shall be conducted in the Finnish language but evidence may be submitted and witnesses heard also in the English language. Existence of arbitral proceedings, the proceedings, any material presented or drafted in relation to the proceedings and the verdict shall be considered as confidential information under the Agreement.