



**SERVICE AGREEMENT**  
for  
**Outseer FraudAction™ Services**

**\*\*\* IMPORTANT INFORMATION – PLEASE READ CAREFULLY \*\*\***

THIS SERVICE AGREEMENT FOR THE OUTSEER FRAUD ACTION SERVICES ("**AGREEMENT**") IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER'S SIGNED ACCEPTANCE OF THE APPLICABLE QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

ANY AND ALL REFERENCES TO "**CUSTOMER**" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE QUOTATION.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE OUTSEER FRAUD ACTION SERVICE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "**CUSTOMER**") AND OUTSEER WHICH MEANS (I) RSA SECURITY LLC, IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA; (II) THE LOCAL RSA SALES AFFILIATE, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA HAS A LOCAL RSA SALES AFFILIATE; OR (III) RSA SECURITY & RISK IRELAND LIMITED OR OTHER AUTHORIZED RSA ENTITY AS IDENTIFIED ON THE OUTSEER QUOTE OR STATEMENT OF WORK, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES AFFILIATE.

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH OUTSEER WILL PROVIDE AND CUSTOMER WILL RECEIVE THE FRAUD ACTION SERVICES ("**FAS**") (AS DEFINED BELOW).

1. **DEFINITIONS.** The following terms shall have the definitions below or set forth elsewhere herein.

"**Activation Date**" means activation of the FAS in accordance with the Service Setup Form.

"**AFCC**" means Outseer's Anti-Fraud Command Center.

"**Crimeware**" means software or other software applications, or executables designed to misappropriate personal credentials, personal data and/or to engage in fraudulent transactions using improperly obtained identity information, all for the purpose of assisting with or performing illegal or improper acts;

"**Customer Domain**" means a specific keyword(s) provided by Customer that references one (1) unique trademark, trade name, word mark, service mark or other designation (e.g., a corporate name) for which the Customer claims legal and equitable ownership or rights thereto; and that shall be used by Outseer as the basis for providing the FAS. Customer may request that Outseer extend the service to cover additional Customer Domain(s) provided always that the Outseer project team shall not be required to work with more than one Customer project team.

"**Documentation**" means the manuals, handbooks and/or other information outlining the functionality of the FAS whether in hard copy or soft copy form, that Outseer may provide with the FAS.

"**Outseer Global Data Network™**" database means a database operated by Outseer which contains information aggregated by Outseer, discovered by the parties as part of the performance of their obligations under

this Agreement, obtained, and/or procured from third parties and/or resulting from risk and fraud assessments carried out by Outseer. For the avoidance of doubt, the Outseer Global Data Network database does not include any Confidential Information of the parties or any Non-Public Personal Information as defined in Section 5 below.

“**Exhibit**” means the Exhibit A referenced and attached hereto, the terms of which are incorporated herein.

“**FraudAction Service**” or “**FAS**” means the either one, all or any combination of the following services selected by the Customer in the Quote and the Service Set Up Form:

- a.
  - i. Anti Phishing (“**AP**”)
  - ii. Anti Trojan (“**AT**”)
  - iii. Anti Rogue App (“**ARA**”);
  - iv. Social Media Treat Protection (“**SM**”); and
  - v. Threat Reports and Data Feeds.
- b. FraudAction Cyber Intelligence (“**FACI**”)

These services are detailed in Exhibit A.

“**FAS Term**” means the number of months (12; 24 or 36) as specified in the Quote commencing from the Activation Date.

“**Incident**” means any one of the following:

- i. “**AP Incident**” – Either (a) one (1) Universal Resource Locator (herein a “URL”); one (1) internet domain; or one (1) website; which direct account holders and/or clients of the Customer to those specific web based locations; or (b) one (1) email account associated with either of the above web based locations and which is used for the collection of compromised credentials (including e-mail mailbox involved in advance fee fraud “419” e-mail scams); and with respect to which Outseer took action to close down or block the web based location or email account; used counter-measures; or performed forensic work.
- ii. “**AT Incident**” – One (1) element of Crimeware, uniquely identified using the “MD5 hash” method via what is commonly known as the Universally Unique Identifier (“UUID”), with respect to which Outseer took action to detect and analyze a Trojan, perform forensic work, close down or block the domain or IP address of the “Infection Point”, (the site which executes a code routine for the purpose of installing or updating Crimeware with or without the consent of the website viewer or which makes Crimeware available for download by third parties) or, a “Command and Control” point (being a computer which receives information from or controls a Trojan installed on a third party’s computer), or an “Update Point” (an web based resource from which Crimeware may download software updates or new configuration instructions), or “Drop Site” (including an email account which is used for the collection of compromised credentials);
- iii. “**ARA Incident**” – A mobile app is internet application that runs on a mobile device (an “App”) that enables users to (a) connect their device to internet services that are more commonly accessed by computers or (b) use the internet on their mobile device. An App store is an online portal/store where Apps are publicly available for download, license or sale (“**App Store**”). An “**App Detection**” means a universal resource locator (a “URL”) detected on an App Store by the AFCC that contains a reference to a Customer Domain name. In the event of an App Detection, Customer will receive an alert via email listing the detected App(s). Upon receipt of an App Detection alert, Customer will promptly review the alert and identify in writing to Outseer which specific App(s) listed in the alert:
  - a. are not authorized nor approved by Customer; and
  - b. that Customer wants Outseer to take action

(collectively the “**Action Request**”). Each App listed in an Action Request shall be counted as one (1) Incident for the purposes of taking action. Notwithstanding the foregoing, Customer agrees that the same App in different App Stores that have different/unique URLs shall each be counted as a separate Incident for the purposes of taking action.



- iv. **“SM Incident”** – Social networks are on-line portals or applications that enable its subscribers to publicly post information. Such postings are commonly known as ‘social media’. A **“SM Detection”** means a threat detected in social media posting that contains a reference to a Customer Domain name. In the event of an SM Detection, Customer will receive an alert via email listing the detected social media. Upon receipt of an SM Detection alert, Customer will promptly review the alert and identify in writing to Outseer which specific SM listed in the alert:
  - a. are not authorized nor approved by Customer; and
  - b. that Customer wants Outseer to take action

(collectively the **“Action Request”**). Each SM listed in an Action Request shall be counted as one (1) Incident for the purposes of taking action. Notwithstanding the foregoing, Customer agrees that the same SM on different social networks that have different/unique URLs shall each be counted as a separate Incident for the purposes of taking action

**“Quote(s)”** means one or more documents issued by Outseer specifying the FAS that Customer seeks to obtain from Outseer, the related pricing and sufficient other information to complete the transaction. The Quote is incorporated into this Agreement by reference.

**“Service Fee”** means the service fee stated Quote.

**“Territory”** means the country designated in the Service Set Up Form wherein Outseer shall deliver the FAS to the Customer.

## 2. SERVICES.

- a. Subject to the terms and conditions of this Agreement, and for so long as the Customer is current on the payment of any and all applicable amounts due to Outseer hereunder, Outseer will provide to Customer, for the duration of the FAS Term, on a non-exclusive and non-transferable basis, the FAS in the Territory (the **“Service”**).
- b. Outseer shall implement and activate the FAS in accordance with the service setup form (**“Service Setup Form”**). Customer will use reasonable endeavors to complete and submit the Service Set Up Form to Outseer no later than seven (7) business days after the commencement of the Term. Upon receipt of a duly completed and accurate Service Set Up Form, Outseer will use reasonable endeavors to activate the FAS within seven (7) business days from the receipt of such form. Access to the Dashboard may become available to the Customer within fourteen (14) business days from the receipt of the relevant information in the Service Set Up Form.
- c. Customer acknowledges that the basis of the Services is fraud mitigation and not the enforcement of the Customer’s intellectual property rights. Outseer does not enforce nor provide services that enforce the Customer’s legal or equitable property rights in a Customer Domain or brand.

## 3. TERM & TERMINATION.

- a. This Agreement shall commence and become effective from the Customer’s signed acceptance of the Quotation and shall remain in effect for applicable FAS Term counted from the Activation Date (the **“Initial Term”**). Any terms and conditions contained in such purchase order that are in addition to, conflict with or are inconsistent with the terms and conditions of this Agreement or the Exhibit shall be deemed stricken from such purchase order.
- b. Following the Initial Term, this Agreement will automatically renew for subsequent FAS Terms (being the same duration as the Initial Term, each a **“Renewal Term”**), unless not less than sixty (60) days prior to the end of the Initial Term (or any subsequent Renewal Term), either of the parties indicates in writing to the other its intention not to renew this Agreement in which case this Agreement will expire on the last day of the Initial Term or the then current Renewal Term as the case may be.
- c. Either party may notify the other in writing in case of the other’s alleged breach of a material provision of this Agreement. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice



shall have the option of sending a written notice of termination of the Agreement, which notice shall take effect upon receipt.

- d. Upon termination of the Agreement, Customer shall promptly return to Outseer, or destroy and certify in writing to Outseer, that it has destroyed the original and all copies, in whole or in part, in any form, of the Documentation, and any other Confidential Information disclosed by Outseer under the Agreement. Termination of the Agreement shall not discharge any payment obligations accrued as of the effective date of such termination even if such obligations are payable after the termination date. Upon any termination of this Agreement, Sections 3, 4, 5, 6, and 8 through 12 hereof shall survive in accordance with their terms.

#### 4. OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND LICENSE.

- a. Outseer shall retain and own all right, title and interest and all Intellectual Property in and to the Services and nothing herein transfers or conveys to the Customer any ownership right, title or interest in or to the Service or any license right with respect to same not expressly granted herein. As used herein, "**Intellectual Property**" shall include, without limitation, copyrights, trade-secrets, service names, trademarks (including the Outseer Marks), tradenames, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof;
- b. Subject to the terms and conditions of this Agreement, Outseer grants Customer a non-exclusive, non-transferable, non-sub-licensable right to access and use the Services for the purpose for which it is made available to Customer in accordance with the Documentation.
- c. Customer acknowledges that in providing the Services, Outseer may utilize (i) the Outseer name, the Outseer logo, the Outseer domain name, the product names associated with the Services and other trademarks; (ii) certain methodology, information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, look and feel of the Services and other tangible or intangible technical material or information (collectively "**Outseer Technology**") and that the Outseer Technology is the exclusive property of Outseer, contains valuable trade secrets and Confidential Information of Outseer, and is covered by Intellectual Property rights owned or licensed by Outseer. Other than as expressly set forth in this Agreement, no license or other rights in the Outseer Technology or the Services are granted to Customer, and all such rights are hereby expressly reserved. Nothing contained in this Agreement shall be deemed to convey to Customer any right, title or interest in or to the Services or data therein or the Outseer Technology, except to the extent of the limited license granted in this Agreement.
- d. Customer shall not (i) modify, copy or make derivative works based on the Outseer Technology or the Services; (ii) disassemble, reverse engineer, or decompile any of the Outseer Technology; or (iii) sell, sublicense, transfer or make available the Outseer Technology or the Services to any third parties.
- e. Except for Customer Domains, Outseer shall retain and own all right, title and interest and all Intellectual Property Rights to all information which is collected, submitted to and made available on the Outseer Global Data Network database in the course of the performance by either Party of their obligations under this Agreement (or where such title cannot be granted or otherwise transferred to Outseer then Customer agrees to grant Outseer an non-exclusive, fully paid and perpetual right to use, distribute and/or otherwise make available such information).
- f. During the term of the Agreement, the Customer hereby grants to Outseer, subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide right and license to use and display the Customer's trade names, trademarks, service marks and associated logos and other promotional materials set forth in the Service Setup Form (the "**Marks**"), solely to the extent necessary for Outseer to perform its obligations hereunder, including but not limited to issuance of the cease and desist notice(s).
- g. The Customer will retain all right, title and interest in and to its Marks, and all goodwill associated with use of such Marks will inure solely to the benefit of the Customer. All use of the Customer's Marks by Outseer shall conform to good trademark usage practice or any reasonable trademark usage guidelines



or instructions that the Customer may provide to Outseer from time to time. No licenses are hereby granted by Customer to Outseer with respect to the Marks except for those expressly set forth in this Agreement.

### 5. CONFIDENTIALITY.

- a. **“Confidential Information”** means the terms of this Agreement and all confidential and proprietary information of Outseer or Customer, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials provided to Customer in the course of performing Services under this Agreement, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as “confidential,” “proprietary,” or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party’s possession without obligation of confidentiality prior to receipt from the disclosing party; (ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the later of (i) the termination date of this Agreement or (ii) the last date of the completion or other termination of Services under this Agreement entered into hereunder, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, Outseer proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice, to the extent legally permissible, so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure.
- b. Outseer may identify Customer for reference purposes unless and until Customer expressly objects in writing.
- c. Customer may not disclose the results of any performance tests of a Service to any third party without Outseer’s prior written approval. Notwithstanding the foregoing, (i) Outseer may disclose Customer Confidential Information to an Affiliate or contractor (who is under an obligation of confidentiality) for the purpose of fulfilling Outseer’s obligations or exercising Outseer’s rights hereunder so long as Outseer and its Affiliates comply with the confidentiality obligations above.
- d. The Parties do not intend to disclose to one another hereunder information that would be covered by the applicable privacy legislation within or outside of the United States (herein **“Non-Public Personal Information”**). Accordingly, neither Party shall disclose to the other hereunder any Non-Public Personal Information regarding either Party’s employees, customers, suppliers or other business partners.

6. **INVOICING & PAYMENT.** In consideration of the FAS, Customer shall pay Outseer the Service Fee together with any other fees and expenses as set forth in the Quote. Customer shall reimburse Outseer for travel and other usual and customary expenses incurred by Outseer’s personnel in connection with any on-site visits requested by the Customer. All Incident counts and payments are made on a FAS Term basis. The Service Fee is invoiced in advance of the FAS Term. If Service Fee is to be invoiced on a monthly basis, the monthly service fees are determined based on the total Incident allocation for the FAS Year. Therefore, where Customer has exhausted its Incident allocation before the expiration of the then current FAS Term, the stated monthly Service Fees due for the remainder of that FAS Term shall continue to become due and payable upon invoice by Outseer. All Incidents allocated to a FAS Term must be used within that FAS Term; all unused Incidents shall expire without notice from Outseer. Expired or unused Incidents shall not be carried forward to any subsequent FAS Term. If Customer exhausts the Incident allocation before the end of the FAS Term, Outseer will suspend performance of the AP, AT, ARA, SM and Threat Report/Data Feed components of the FAS until such time when Customer renews purchases additional Incidents pursuant to an additional Outseer Quotation provided however



Outseer may in its sole discretion continue performance of the AP, AT, ARA and SM components of the FAS subject to Customer's obligation to reimburse Outseer for an additional Incident Allocation.

Outseer shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified herein. Customer will also pay all related taxes and withholdings, except for those based on Outseer's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Outseer. Subject to Outseer's credit approval, all amounts are due in the currency stated on the invoice and in full 30 days after the date of Outseer's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. In the event the Quote reflects an unlimited Incident count during the FAS Term, Customer acknowledges that the Service Set Up Form cannot be modified without Outseer express written agreement.

### 7. WARRANTY.

- a. Outseer shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify Outseer of any failure to so perform within ten (10) days after the date on which such failure first occurs. If Outseer is unable to correct and/or re-perform the Service within a reasonable time, then Outseer's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to Outseer, termination of the Agreement forthwith and Outseer shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date.
- b. Customer represents and warrants that:
  - i. it has the authority and that it has obtained all necessary approvals in order to deliver Customer data to Outseer or its agents.
  - ii. it owns legal and equitable title or licenses to the Customer Domain(s);
  - iii. it possesses all necessary authority and approvals and has duly authorized Outseer to deliver the cease-and-desist notices on behalf of the Customer;
  - iv. the information provided in the Service Setup Form (or any updates thereto provided by Customer from time to time) and the Action Request is complete and accurate.
- c. ANY INFORMATION COLLECTED AND/OR OTHERWISE OBTAINED BY OUTSEER AND SUBSEQUENTLY DELIVERED TO CUSTOMER PURSUANT TO THE FAS IS PROVIDED "AS IS" AND OUTSEER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR VERACITY OF THE INFORMATION. The Customer further acknowledges and agrees that Outseer is forwarding such Information without alteration and that Outseer is not the owner, originator or the author of the Information delivered.
- d. OUTSEER DOES NOT WARRANT THAT INFORMATION COLLECTED PURSUANT TO THE FAS WILL MEET ANY SPECIFIC CRITERIA, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY "CHAIN OF CUSTODY AND/OR CHAIN OF EVIDENCE" PROTOCOLS, WHICH MAY BE REQUIRED FOR THE INFORMATION TO BE ADMITTED AS EVIDENCE IN ANY CRIMINAL OR CIVIL PROCEEDING BEFORE ANY JURISDICTION.
- e. Disclaimer and Exclusions. Except as expressly stated in Section 7(A) above, Outseer (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY OUTSEER TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD-PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.
- f. Disclaimers relating to the FACI service:



- i. Customer acknowledges and agrees that in certain jurisdictions Outseer may, with or without prior notice to the Customer, be compelled by law to disclose Information collected in the performance of the FACI service to law enforcement or other public authorities notwithstanding any recommendations and/or instructions of the Customer to the contrary and any such disclosure will not be a breach of the confidentiality obligations of the Agreement or any other section thereof.
- ii. Subject to Outseer's reasonable discretion, Outseer will cooperate with law enforcement authorities as requested by the Customer (and at Customer's sole cost and expense) in order to provide reasonable assistance with the apprehension of fraudsters seeking to withdraw misappropriated funds in cash via identified cash collection points. Notwithstanding the above, Outseer will provide such cooperation only in accordance with the Agreement.
- iii. Outseer will not act on behalf of the Customer or as the Customer's agent or representative for the purpose of its cooperation with law enforcement agencies and neither will Outseer act as Customer's adviser nor provide the Customer with any advice including but not limited to any legal, technical or other advice in relation to its use of the FACI service deliverables.
- iv. The parties further acknowledge that the FACI service may present risks including but not limited to potential acts of retaliation by fraudsters which may be directed against Outseer and/or the Customer and/or the Customer's account holders and/or any number of third parties.

### 8. LIMITATION OF LIABILITY.

- a. OUTSEER'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF OUTSEER), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY OUTSEER'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (I) US\$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (II) THE PRICE PAID BY CUSTOMER TO OUTSEER FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (I) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER.
- b. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF OUTSEER PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER), NEITHER CUSTOMER NOR OUTSEER (INCLUDING OUTSEER'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (I) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (II) BRING ANY CLAIM BASED ON ANY SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

9. **GOVERNMENT REGULATIONS.** The Services and any technology delivered in connection therewith pursuant to this Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Services and technology may be provided or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such technology included therein outside of the United States (collectively, "**Export Laws**"). Diversion contrary to U.S. law is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws and Outseer export policies made available to Customer by Outseer. Customer represents that it is not a restricted person, which shall be deemed to include any person or entity located in or a national of any countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, Services or technology may be subject to the International Traffic in Arms Regulations. This information, Services or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with such regulations. Certain information, products or technology may be subject to the International Traffic in Arms



Regulations (“ITAR”). This information, products or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with ITAR.

- 10. NOTICES.** Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.
- 11. INDEPENDENT CONTRACTORS.** The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.
- 12. MISCELLANEOUS.** This Agreement (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. Outseer shall not be liable under this Agreement because of failure or delay in performing its obligations hereunder on account of Customer’s failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for Outseer to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party’s written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit Outseer’s right to assign its right to receive and collect payments hereunder. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules. The Parties hereby: (1) irrevocably commit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for the purpose of any suit, action or proceeding arising out of this Agreement, the subject matter hereof or any of the transaction contemplated hereby brought by either Party or its successors or assigns; (2) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in such suit, action or proceeding, to the fullest extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue or the suit, action or proceeding is improper, that that this Agreement, or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts; (3) waives the right to trial by jury of any suit, action or proceeding; and (4) waives any right, claim, or entitlement to any punitive or exemplary damages whatsoever, except as otherwise provided in this Agreement. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. In case of any conflict between an Exhibit and this Agreement, the Exhibit shall control. Each Party will comply with all applicable laws and will obtain, and will maintain in full force and effect, all licenses, permits, approvals, and other authorizations that are necessary or required to perform its obligations under this Agreement. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement. This Agreement has been drawn up in and shall be construed in accordance with the English language.





**EXHIBIT – A**

This Exhibit describes the components which form the (i) FAS, and (ii) FACI

**FAS DESCRIPTION**

From the Activation Date, each component of the FAS (as selected in the Service Set Up Form) shall be provided with respect to the Customer Domains as specified in the applicable Service Setup Form.

**FAS OPERATIONS**

AP, AT and ARA services are operational and supported 24 hours per day seven days per week by the AFCC.

AP Incident detection is based on continuous scanning of tens of millions of potentially malicious URLs on an ongoing basis. URL sources include, but are not limited to, the following: spam and abuse reports, email decoys and honeypots, customer abuse mailbox and customer web access logs, enterprise email gateways, desktop users and selected large ISPs.

AT Incident detection is based on ongoing analysis of thousands of Crimeware variants. Crimeware sources include, but are not limited to, Anti-Virus partners, honeypot operations and Outseer's proprietary internal Crimeware detection technologies.

AR Incident detection is based on ongoing scanning of numerous app stores hosting offending mobile applications, and analysis of such apps.

SM Incident detection is based on ongoing scanning of numerous social networks.

**FRAUD ACTION CYBER INTELLIGENCE (FACI) DESCRIPTION**

From the Activation Date, each component of the FACI (as selected in the Service Set Up Form) shall be provided with respect to the Customer Domains as specified in the applicable Service Setup Form.

**FACI OPERATIONS**

FACI services are operational and supported during Outseer's regular office hours on days that is open for regular business.

**FAS AND FACI COMPONENTS**

For a more detailed description please consult the Service Description at:

[https://www.outseer.com/wp-content/uploads/2021/06/Outseer\\_DataSheet\\_FraudAction.pdf](https://www.outseer.com/wp-content/uploads/2021/06/Outseer_DataSheet_FraudAction.pdf)

