

ANOMALI[®]

END USER LICENSE AGREEMENT

THIS SERVICE AGREEMENT ("AGREEMENT") APPLIES TO ANY USE OF THE ANOMALI SERVICE (the "Service") OFFERED BY ANOMALI INCORPORATED ("Anomali"). THIS AGREEMENT SHALL GOVERN THE SERVICE AND ANY ORDER FORM SUBMITTED BY USER AND ACCEPTED BY ANOMALI.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Effective Date**" means the date that you clicked the "accept" button or used the Service in any manner.

"**Intellectual Property Rights**" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademark rights (including rights in, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, (i) all rights worldwide in patent applications, any patents issuing therefrom, and all provisional rights with respect to patent applications, (ii) all rights worldwide in any improvements, substitutions, divisionals, patents of addition, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), and certificates of invention of any patents or patent applications, and (iii) all rights worldwide to exploit any of the foregoing), know-how, trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country, region, or jurisdiction

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Quote**" means the ordering documents for Customer's purchases from Anomali. Quotes shall be deemed incorporated herein if mutually executed.

"**Service**" or "**Services**" means the online, Web-based application provided by Anomali via <http://www.anomali.com> and/or other designated websites, including documentation, data, software, virtual machines, and data feeds provided by Anomali and/or its licensors, and associated components as described in the User Guide.

"**Threat Data**" means the malicious code, URL's, malware, commands, techniques, objectives, or other information of unauthorized third parties either provided by Anomali or agents to Customer or collected or discovered during the course of providing the Services to Customer.

"**User Guide**" means the online user guide for the Service, accessible to logged in users at <https://ui.threatstream.com/optic-doc/ThreatStream%20Optic%20Online%20Help.htm#cshid=Downloads>, and is updated from time to time.

"**Users**" or "**User**" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by Anomali at Customer's request). Users may include but are not limited to

employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 Provision of Service. Anomali shall make the Service available to Customer and its Users pursuant to this Agreement and all mutually executed Quotes or schedules during the Subscription Term. Customer agrees that its purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Anomali with respect to future functionality or features.

2.2 Additional Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Unless otherwise specified in a relevant mutually executed Quote or schedule, (i) the term of the additional User subscriptions shall be coterminous with the expiration of the Subscription Term in effect at the time the additional Users are added; and (ii) pricing (which shall be reflected in the mutually executed Quote or schedule) for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Users are added.

2.3 Customer Affiliates. Once both parties have executed a Quote or schedule, Customer Affiliates may purchase and use User subscriptions subject to the terms of this Agreement by executing the applicable Quote or schedule also.

3. Use of the Service.

3.1 Anomali Responsibilities. Anomali shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide basic support to Customer's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which Anomali shall give at least eight (8) hours' notice via the Service and which Anomali shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond Anomali's reasonable control, including without limitation, acts of nature, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Anomali employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Anomali's possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities of Users and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Anomali promptly upon discovery of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within Anomali's website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Anomali does not warrant and is not liable for any such third-party providers or any of their products or services, whether or not such products or services are designated by Anomali as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Anomali to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of such third-party products or services is required to use the Service.

3.5 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written

consent. Either party may include the name and logo of the other party in lists of customers or vendors.

4. Fees & Payment.

4.1 User Fees. Customer shall pay all fees, for example, Total Subscription Price, as specified in mutually executed Quotes and schedules hereunder (“Fees”). All Fees are quoted and payable in United States dollars. Except as otherwise specified herein or in a mutually executed Quote or schedule, Fees are based on Services purchased, payment obligations are non-cancelable, Fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated in a mutually executed Quote or schedule.

4.2 Invoicing & Payment. When required by Customer’s payment systems, Customer shall provide a purchase order confirming the Fees set forth in a mutually executed Quote or schedule within ten (10) business days of its Effective Date. Fees for the Service will be invoiced in advance and otherwise in accordance with the mutually executed Quote or schedule. All invoices shall be paid net thirty (30) days from Customer’s receipt of the invoice. If Customer, in good faith, disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice (if any) and provide notice of the nature of the dispute on or before the due date. If disputed fees or portions thereof are determined to be owed, Customer shall pay the amounts owed promptly upon resolution of the dispute but in no case more than thirty (30) days after resolution of the dispute. Invoices shall be sent to Customer’s above listed address. Customer is responsible for maintaining complete and accurate billing and contact information in the Service.

4.3 Overdue Payments. Any payment not received from Customer by the due date shall accrue, at Anomali’s discretion, late charges at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Anomali also is entitled to collection costs and reasonable attorneys’ fees.

4.4 Suspension of Service. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Anomali reserves the right to suspend the Service provided to Customer, without liability to Anomali, until such amounts are paid in full.

4.5 Taxes. The Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Anomali's net U.S. income or property. If Anomali has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Anomali with a

valid tax exemption certificate authorized by the appropriate taxing authority.

4.6 Audit Rights. Upon reasonable notice and during Customer’s normal business hours, Anomali shall have the right to audit (indirectly through an independent third party with confidentiality obligations to Customer) Customer’s books of account and business records as necessary to verify Customer’s compliance with this Agreement, including but not limited to, the accuracy of the Fees paid pursuant to this Agreement. Customer shall promptly pay the difference (plus interest) if such audit reveals an underpayment. If such audit reveals an underpayment of more than 5%, Customer shall also promptly reimburse Anomali for the reasonable costs and expenses of such audit.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Anomali reserves all rights, title and interest in and to the Service, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Restrictions. Customer shall not, and shall not encourage or authorize any third party to, (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service; (v) remove, alter, cover or obfuscate any end-user agreement, privacy notice, copyright notices or other proprietary legends placed or embedded by Anomali on or in the Services, Anomali content, deliverables or literature related to any of the foregoing; (vi) affix or place any labels or markings on the Service or literature related to the foregoing, that might be interpreted as a claim of ownership by Customer or any third party in the foregoing; or (vii) perform a competitive analysis on the Services or publish results of any evaluation of the Services.

5.3 Customer Data. As between Anomali and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. Except as necessary to provide and enhance the operation and performance of the Service and to enable advanced features or to use and disclose aggregate trend data without disclosing specific Customer Data, Anomali shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's written request.

5.4 Feedback. It is expressly understood, acknowledged and agreed that Customer may, regardless of whether or not formally requested, provide to Anomali suggestions, comments and feedback regarding the Services, including but not limited

to usability, bug reports and test results, with respect to the foregoing (collectively, "**Feedback**"). Customer grants Anomali, under all of its Intellectual Property Rights and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights without any attribution of any kind: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Anomali product or service or related technology, specification or other documentation; (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Anomali product or service or related technology, specification or other documentation; (iii) solely with respect to your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Customer that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into an Anomali product or service or related technology, specification or other documentation. Further, you represent and warrant that your Feedback is not subject to any license terms that would purport to require Anomali to comply with any additional obligations with respect to any Anomali product or service or related technology, specification or other documentation that incorporate any Feedback.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Quotes and schedules hereunder), the Customer Data, data, Threat Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party or any third party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party or third party.

6.2 Confidentiality. The Receiving Party shall hold Disclosing Party's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and consultants,

including without limitation, counsel, accountants and advisors (collectively, "**Representatives**") and its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use the Disclosing Party's Confidential Information for any purpose other than to carry out the terms of this Agreement and further the parties' business relationship. The Receiving Party shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Disclosing Party's Confidential Information. The Receiving Party shall promptly notify the Disclosing Party of any breach of this Agreement that it becomes aware, and in any event, shall be responsible for any breach of this Agreement by any of its Affiliates, Representatives or Affiliates' Representatives.

Upon the Disclosing Party's written request, the Receiving Party shall either return or destroy the Confidential Information and any copies or extracts thereof. However, The Receiving Party, its Affiliates and their Representatives may retain any Confidential Information that they are required to keep as required by applicable law or a court or regulatory agency; provided, however, that any such retained information shall remain subject to this Agreement. If the Receiving Party elects to destroy the Disclosing Party's Confidential Information (subject to any retention rights provided in this Agreement), The Disclosing Party may request that the Receiving Party provide it with written confirmation of destruction in compliance with this provision

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. Each party recognizes and agrees that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the disclosing party for which it would have no adequate remedy at law, and the party which provide the Confidential Information to seek injunctive relief, in addition to any other rights available to it at law or in equity.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Anomali represents and warrants that (i) it will provide the Service in a

manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) the functionality of the Service will not be materially decreased during the Subscription Term; (iv) the Service will be reasonably tested so as to not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users); and (v) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANOMALI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ANOMALI DOES NOT GUARANTEE OR WARRANT THAT USE OF THE SERVICE WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD ANOMALI RESPONSIBLE THEREFOR.

ANOMALI SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. ANOMALI SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

8. Mutual Indemnification.

8.1 Indemnification by Anomali. Subject to this Agreement, Anomali shall defend, indemnify and hold Customer harmless against any third-party claims, demands, suits, or proceedings ("**Claims**") (including reasonable attorneys' fees) made or brought against Customer alleging that the use of the Service as contemplated hereunder infringes the US Intellectual Property Rights of such third-party; provided, that Customer (a) promptly gives written notice of the Claim to Anomali; (b) gives Anomali sole control of the defense and settlement of the Claim (provided that Anomali may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Anomali all reasonable assistance. Anomali shall not be liable to the extent

of: (i) modifications or alterations not provided by Anomali or authorized by Anomali in writing; (ii) use outside the scope of any licenses granted hereunder; (iii) use of the Service in any manner which violates the terms of this Agreement; (iv) third-party open source software; or (v) combinations with services or products not provided by Anomali to the extent such Claim would not have occurred except for such modification, use, software, or combination.

Upon notice of alleged infringement, of if, in Anomali's opinion, such a Claim is likely, Anomali shall have the right, at its option, to obtain the right to continue the Services with similar operating capabilities and/or performance, or modify the Services so that they no longer infringe or are subject to a Claim. In the event that none of the above options are reasonably available in Anomali's sole discretion, Anomali may terminate this Agreement and all accompanying Quotes, schedules, and licenses. In the event of such termination, Customer may as its sole and exclusive remedy obtain a refund from Anomali for the prorated amount covering the Service rendered to be of no reasonable utility to Customer.

This Section 8.1 states Anomali's entire liability under this Agreement for all Claims of intellectual property infringement.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Anomali harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Anomali alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, violates applicable laws or regulations or infringes the Intellectual Property Rights of, or has otherwise harmed, a third party; provided, that Anomali (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Anomali of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

This Section 8.2 states Customer's entire liability under this Agreement for all Claims that the Customer Data, or Customer's use of the Service in violation of this Agreement, violates applicable laws or regulations or infringes the intellectual property of, or has otherwise harmed, a third party.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT AS SET FORTH BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, TORT, ECONOMIC, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO LOST PROFITS, BUSINESS, GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS SET FORTH BELOW, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY HEREUNDER FOR ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS (\$100,000).

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITIES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO INDEMNIFICATION OBLIGATIONS – EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY HEREUNDER WITH RESPECT TO ANY SUCH LIABILITIES, LOSSES, OR DAMAGE, SHALL BE LIMITED TO TWO HUNDRED THOUSAND DOLLARS (\$200,000).

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITIES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO RESTRICTIONS ON CUSTOMER'S USE OF THE SERVICE OR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated (“Term”).

10.2 Term of User Subscriptions. User subscriptions commence on the Effective Date and continue for the subscription term specified in an Order or schedule (“Subscription Term”). User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless either party gives the other notice at least 30 days prior to the end of the relevant Subscription Term. **Notwithstanding anything to the contrary, without a mutually executed Quote, purchase order, or schedule, the Subscription Term shall be (1) thirty (30) days unless extended in writing by Anomali and (2) limited, temporary, terminable at any time by Anomali in Anomali's sole discretion (without any liability), non-renewable, and for Customer's internal demonstration and testing purposes only.**

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach by the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Anomali shall refund Customer any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination.

10.4 Outstanding Fees. Termination or expiration shall not relieve Customer of the obligation to pay any Fees accrued

or payable to Anomali prior to the effective date of termination or expiration.

10.5 Return or Destruction. Upon termination or expiration, each party shall either return or destroy the Confidential Information and any copies or extracts thereof. However, either party or its Affiliates and their Representatives may retain any Confidential Information that they are required to keep as required by applicable law or a court or regulatory agency; provided, however, that any such retained information shall remain subject to this Agreement. If a party elects to destroy the other party's Confidential Information (subject to any retention rights provided in this Agreement), the other party may request that the party provide it with written confirmation of destruction in compliance with this provision.

10.6 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Anomali shall be addressed to the attention of its Counsel. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated below.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the

foregoing, either party may assign this Agreement in its entirety (including all mutually executed Quotes and schedules), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

11.8 Venue. The state and federal courts located in San Mateo County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

11.9 Entire Agreement. This Agreement, including all mutually executed Quotes and schedules, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any mutually executed Quote or schedule, the terms of such mutually executed Quote or schedule shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12. Export. The parties shall comply with all applicable United States and foreign laws and regulations, including without limitation: (i) all applicable laws and regulations relating to the Services, (ii) all United States export laws and

regulations governing the export or re-export of all Services and any services provided in connection with the Services, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control, and (iii) all applicable laws and regulations of countries other than the United States that govern the importation, use, or re-export of the Services. Customer further agrees to comply with any reasonable conditions that Anomali notifies Customer are contained in any applicable export licenses pertaining to the Services. Customer shall comply with any reporting requirements that may apply to the import, export or re-export of the Services and shall provide to Anomali and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Customer further agrees to pay any taxes or tariffs that may apply to the import, export, or re-export of the Services.

13. FCPA. In conformity with the United States Foreign Corrupt Practices Act (FCPA) and with Anomali's policies regarding foreign business practices, Customer and its employees and agents shall not directly or indirectly make and/or offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist Anomali and/or Customer in obtaining, retaining or directing any business.

14. Force Majeure. Anomali, Anomali's agents, and Anomali's affiliates shall not be liable for any delay or failure to perform for any cause beyond their reasonable control, to the extent that performance is rendered impossible by strike, fire, flood, wars, sabotage, civil unrest, governmental acts, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of Anomali, Anomali's agents, or Anomali's affiliates.