

# Blue Team Alpha's End User Agreement

Please read this End-User Agreement ("Agreement") carefully before downloading or using the products offered, including but not limited to software and tooling for Breach Containment, Response and Investigation, Security Compliance Assessment Remediation, Vulnerability Management, Managed Security Operations Center (SOC), AlphaRisk<sup>✓</sup><sup>™</sup>, and AlphaComply<sup>™</sup> ("Blue Team Alpha Products").

By downloading or using the Blue Team Alpha Products, you (a/k/a, "User") are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download or use the Blue Team Alpha Products.

## 1.0 License

Blue Team Alpha, LLC ("Blue Team Alpha") grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Blue Team Alpha Products solely for purposes strictly in accordance with the terms of this Agreement.

## 2.0 Restrictions

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Blue Team Alpha Products or make the Blue Team Alpha Products available to any third party.

## 3.0 Modifications to Blue Team Alpha Products

Blue Team Alpha reserves the right to modify, suspend or discontinue, temporarily or permanently, the Blue Team Alpha Products or any service to which it connects, with or without notice to you and without liability to Blue Team Alpha.

## 4.0 Payment for Services

In exchange for the Services and unless otherwise agreed to by the parties in writing, User will pay compensation to Blue Team Alpha pursuant to the following terms:

### Contract Price and Service Hours

- The total rates for product and service offerings will be identified in a proposal and/or Statement of Work (SOW) provided to User.

### Billing and Payment

- If Blue Team Alpha provides user with an invoice, User agrees to pay Blue Team Alpha in full. Blue Team Alpha shall provide User with an invoice no later than the 15th day from which the receipt of the order is received including but not limited to a signed Statement of Work. User agrees to pay Blue Team Alpha in full, within thirty (30) days of the date of the invoice or as payment terms are noted on the Statement of Work. Late payments shall accrue interest at the rate of fifteen percent per annum. In the event that Blue Team Alpha is required to retain a collection service or attorney to collect any monies owed under this Contract, User agrees that any costs and fees (including

attorney's fees) incurred by Blue Team Alpha such services shall be payable by User.

#### Rate Increase

- Blue Team Alpha may increase the rates for products and services at any time during the term of this Agreement but shall provide User with thirty (30) days' notice of said increase.

## 5.0 Term and Termination

This Agreement shall remain in effect until terminated by you or Blue Team Alpha. Blue Team Alpha may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

During the Initial Term and any Renewal Term, either party may terminate an Agreement with or without cause by providing sixty (60) days written notice of termination to the other party. Either party may terminate this Contract with or without cause by providing thirty (30) days written notice to the other party if done so within the first thirty (30) days of the Initial Term or any subsequent Renewal Term or within the last thirty (30) days of the Initial Term or any subsequent Renewal Term. Termination of an Agreement shall not excuse Client's obligation to make payment for any Services already provided by Blue Team Alpha. Termination of an Agreement may be subject to termination fees. See Statement of Work for additional details specific to each Agreement.

## 6.0 Indemnification

Blue Team Alpha and User, together with their respective directors, employees, and agents (each an "Indemnitor") shall indemnify, defend, and

hold the other party (The "Indemnitee") harmless from any third party claims, costs, damages or settlement (inclusive of attorney's fees, expert and consulting fees, and court costs) that an Indemnitee may incur relating to: (i) an Indemnitor's breach of this Agreement or any agreement with the its customers; (ii) an Indemnitor making a representation, warranty, or other statement on behalf of the other party that is not specifically authorized in writing; or (iii) an Indemnitor's or its representative's negligent act or negligent omission, fraud or willful misconduct; (iv) Indemnitor's failure to comply with applicable laws or regulations; (v) infringement of any intellectual property rights caused by Indemnitors actions or omissions. To qualify for such defense and payment, the Indemnitee must: (i) give the Indemnitor prompt written notice of any such claim, and (ii) allow Indemnitor to control, and fully cooperate with Indemnitor in, the defense and all related settlement negotiations.

## 7.0 Hold Harmless

The user shall protect, defend, indemnify and hold Blue Team Alpha and their respective assigns and their attorneys, accountants, employees, officers and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of (i) the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Blue Team Alpha in this Agreement, (ii) any legal action, including any counterclaim, that has either been settled by the litigants (which settlement, if Blue Team Alpha is not a party thereto shall be with the consent of Blue Team Alpha) or has proceeded to judgment by a court of competent jurisdiction, in either case to the extent it is based upon alleged facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by Blue Team Alpha in this

Agreement, (iii) any actions or omissions of Blue Team Alpha or any employee or agent of Blue Team Alpha occurring prior to the effective date of this agreement. These indemnity obligations shall be in addition to any obligation that Blue Team Alpha may otherwise have.

## 8.0 Confidentiality

All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Contract. Without limiting the generality of the foregoing, such confidential information includes:

- Client's data and software, and the details of Client's computer operations and network, including all passwords;
- Blue Team Alpha' specialized techniques and processes; and
- the terms of this Contract.

The parties acknowledge that, if either party breaches or threatens to breach this Section, the other party will be irreparably harmed, damages alone cannot adequately compensate such party, and injunctive relief may be necessary for the protection of such party.

## 9.0 Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives

of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 10.0 Amendments to this Agreement

Blue Team Alpha reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.