TESSIAN

TESSIAN TERMS AND CONDITIONS – PURCHASE THROUGH RESELLER

1. SERVICES

   1.1 Subject to Customer's payment of the Fees, during the Subscription Term and subject to and in accordance with the terms and conditions of the Agreement, Tessian will provide the Services to Customer and Customer may access and use the Services for its internal business purposes.

   1.2 Subject to the terms and conditions of the Agreement, Tessian grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable right: (i) to use the Reports for Customer's internal business purposes; (iii) to install one copy of the Add-In (in object code format) in accordance with the specifications on each Device used by each Authorized Mailbox or otherwise into Customer's remote environment, as agreed in writing with, and subject to any directions provided from time to time by, Tessian; and/or (iv) if Customer has purchased the Gateway service, use/install the Gateway service, which Customer may configure by setting up a connector or routing agent on Customer's primary mail server in accordance with the provisions of this Agreement.

   1.3 Customer will not and will not allow any third party to: (i) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (except as expressly permitted by applicable law); (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (as applicable) in any form or media or by any means except to the extent expressly permitted by the Agreement; (iii) access all or any part of the Services in order to build a product or service which competes with the Services; or (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party.

   1.4 Tessian will use commercially reasonable efforts to notify Customer one Business Day in advance of any maintenance services that are likely to cause a material interruption to the Services. From time to time, Tessian may make updates to the Local Software available to Customer through the Tessian portal (the "**Tessian Portal**") and Customer will install such updates in accordance with Tessian's reasonable instructions and timelines.

   1.5 At no additional cost to Customer, Tessian will provide Customer with the support services set forth in the Support Services Exhibit during the Subscription Term (the "**Support Services**").

   1.6 Subject to the terms and conditions of the Agreement, if Customer has purchased the Gateway service, Tessian will provide the Gateway service in accordance with and subject to the Gateway SLA.

   1.7 Subject to Section 4.2, Tessian shall not be obliged to provide any Services in respect of any mailboxes in excess of the Authorized Mailbox Quota.

2. DATA

   2.1 Tessian shall be entitled to use Customer Data and other data derived from Customer's use of the Services to (i) to provide threat insights and other Reports to Customer, (ii) identify and analyze global threat trends, and (iii) enhance, improve and develop the Services, including through internal blacklists and threat directories. Tessian shall also be entitled to use and retain Customer Data, Threat Data and/or any other data derived from such sources (together "**Threat Intelligence**") for its legitimate business purposes and may also share Threat Intelligence with third parties, provided that it has first been irreversibly stripped of any information and personal data that could be used to identify Customer, its officers or employees.

   2.2 Except as provided for herein, Tessian will have no responsibility for making or retaining back-up copies of Customer Data. In the event of any loss of or damage to Customer Data hosted by or on behalf of Tessian, Tessian will use commercially reasonable efforts to restore such lost or damaged Customer Data from the latest back-up of such Customer Data. Tessian will not be responsible for any loss, destruction, alteration or disclosure of such Customer Data caused by any third party (except those third parties subcontracted by Tessian to perform services related to Customer Data maintenance and back-up).

   2.3 Customer and Tessian will comply with the requirements of the Data Protection Exhibit.

3. CUSTOMER'S OBLIGATIONS

   3.1 Customer will ensure that its use of the Services (which, for the avoidance of doubt, includes use of the Services by all its officers, employees and any other individuals Customer permits to use an Authorized Mailbox) complies at all times with this Agreement.

   3.2 Customer is responsible for ensuring that all Administrators Authorized Mailbox users keeps Authorized Mailbox usernames and passwords secure and confidential at all times and will promptly notify Tessian of any actual or suspected unauthorized disclosure or security breach. Customer will use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, if Customer suspects any unauthorized access or use, Customer shall promptly notify Tessian in writing.

   3.3 Customer will: (i) provide Tessian with all necessary co-operation in relation to the Agreement and access to all information that Tessian requires in order to provide the Services, including but not limited to Customer Data; (ii) comply with all applicable laws and regulations with respect to its activities under the Agreement; (iii) carry out all Customer responsibilities set out in the Agreement in a timely and efficient manner (if Customer delays such assistance, then Tessian may adjust any agreed timetable or delivery schedule as reasonably

necessary); (iv) obtain and maintain all necessary Customer licenses, consents, and permissions necessary for Tessian, its Approved Subcontractors, and agents to perform their obligations under the Agreement, including without limitation for the Customer Data; (v) ensure that its network and systems comply at a minimum with the Local Network Specifications; (vi) ensure that the connector or routing agent on Customer's primary mail server used with the Gateway (where Customer has selected this configuration) complies at a minimum with the Connector/Agent Specifications and (vii) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet. Customer is responsible for the legality, reliability, integrity, accuracy and quality of Customer Data. Customer represents and warrants to Tessian that Customer has all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in the Agreement (including granting Tessian the rights in Section 2), without violation or infringement of any third party intellectual property, publicity, privacy or other rights or any applicable laws, rules, or regulations.

4. CHARGES AND PAYMENT

4.1 Customer will pay the Fees to Reseller. Unless otherwise agreed to in writing between Reseller and Tessian, the Fees are non-refundable. In addition to Tessian's rights under Section 10.2, Tessian may suspend the Services in the event Customer fails to pay any undisputed amount within 30 Days of Reseller's notice to Customer of such failure to pay.

4.2 During the Subscription Term, if the number of Authorized Mailboxes exceeds the Authorized Mailbox Quota in respect of any specific Service, then Tessian will be entitled either: (i) not to provide such Service in respect of such excess Authorized Mailboxes, or (ii) to charge Customer, through its Reseller, for such increased usage starting on the date that the number of Authorized Mailboxes first exceeded the Authorized Mailbox Quota.

4.3 If Customer wishes to increase the Authorized Mailbox Quota in respect of any Service(s), then Customer will purchase such additional licenses through its Reseller.

4.4 Customer may not reduce the Authorized Mailbox Quota until the next Renewal Term.

5. PROPRIETARY RIGHTS

5.1 Tessian and/or its licensors owns and retains: (i) the Services and all improvements, enhancements or modifications made thereto; (ii) Tessian's Confidential Information; (iii) Threat Data and Services Data; (iv) the Reports; (v) Tessian's name, logo, and other trademarks; (vi) any software, applications, inventions or other technology developed by Tessian in connection with providing the Services; and (vii) all Intellectual Property Rights in the foregoing (collectively, the "**Tessian Property**"). Except for the limited rights expressly granted herein, Tessian reserves all of its right, title, and interest in and to the Tessian Property, including all related Intellectual Property Rights.

5.2 Customer owns and retains: (i) the Customer Data; (ii) Customer's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing (collectively, the "**Customer Property**"). Except for the

limited rights expressly granted herein, Customer reserves all of its right, title, and interest in and to the Customer Property, including all related Intellectual Property Rights.

5.3 Customer warrants and represents that it has obtained any and all rights and permissions necessary for Tessian, its agents and subcontractors to store, process and transfer any Customer Data as required for Tessian to perform its obligations under this Agreement.

5.4 Customer, from time to time, may submit comments, questions, suggestions or other feedback relating to any Tessian product or service to Tessian ("**Feedback**"). Tessian may freely use or exploit Feedback in connection with any of its products or services.

6. CONFIDENTIALITY

6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations or exercise its rights under the Agreement. Tessian acknowledges that the Customer Data is the Confidential Information of Customer. Customer acknowledges that details of the Services and the results of any performance tests of the Services are Tessian's Confidential Information. Each party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party except as required for Tessian to provide the Services or as otherwise expressly provided in this Agreement, or use the other's Confidential Information for any purpose other than the implementation of the Agreement. Each party will take all reasonable steps to ensure that the other's Confidential Information that it has access to is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement. Except where Confidential Information is subject to the provisions of the Data Protection Exhibit neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

6.2 A party's Confidential Information will not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the receiving party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

6.3 Where disclosure is required by law, by any court of competent jurisdiction, or by any regulatory or administrative body, the party in receipt of the legal request purporting to require such disclosure will promptly, if permitted by applicable law, attempt to redirect the requesting third party to the disclosing party. If a receiving party's redirecting efforts are unsuccessful or impermissible, it will, if permitted by applicable law, prior to disclosure, provide as much notice of the legal request to the disclosing party, which notice will include, if permitted by applicable law, a copy of the legal request, as is reasonably practicable to allow the disclosing party to seek a protective order or file a motion to quash.

6.4 Upon expiration or termination of the Agreement, subject to the terms and conditions of this Agreement, the receiving party will destroy (or at the request of the disclosing party, return) all copies of all Confidential Information of the disclosing party in its possession or under its control. Despite the foregoing, the receiving

party: (i) will not be required to return or destroy copies of the disclosing party's Confidential Information from its disaster recovery and/or business continuity databases, where doing so would be commercially impracticable; and (ii) may retain a single archive copy of the Confidential Information to the extent required to comply with applicable legal and regulatory requirements, provided that in either case the receiving party maintains the Confidential Information in compliance with the terms of the Agreement until destroyed, which will occur as soon as reasonably practicable.

6.5 This clause 6 shall survive termination or expiration of this Agreement, however arising.

7. WARRANTIES AND DISCLAIMERS

7.1 Subject to Section 7.2-7.5, Tessian warrants that: (i) provided the Local Software is properly installed and implemented, the Software will operate in material compliance with the Specifications during the Subscription Term (excluding any non-conformance which is caused by: (a) use of the Software in violation of Tessian's instructions and the Agreement; (b) any lack of network, telecommunications or internet connectivity; and (c) modification or alteration of the Software by any party other than Tessian, its subcontractors, or agents); (ii) all services to be provided by it under this agreement will be performed with reasonable skill and care; and (iii) it will use commercially reasonable efforts to ensure that the Local Software does not contain any virus, spyware, adware, time bombs, back-doors or malicious codes.

7.2 The warranty provided in Section 7.1(i) will not apply if: (i) Customer does not notify Tessian of such non-conformance in writing (including by email sent to legal-enquiries@tessian.com during the Subscription Term; or (ii) Customer does not timely implement all updates to the Software requested or made available at no charge to Customer during the Subscription Term; or (iii) Customer does not timely implement updates of the Local Software to the Latest Version requested or made available at no charge to Customer during the Subscription Term.

7.3 For any breach of Tessian's representations and warranties herein, Customer's sole and exclusive remedy, and Tessian's sole obligation, will be at Tessian's sole discretion and expense, to either: (i) repair or replace the defective Services to enable it to perform substantially in accordance with the Agreement; or (ii) terminate the Agreement and refund to Customer, through its Reseller, the pro-rata portion of the prepaid Fees for the defective Services.

7.4 If Tessian does not correct such non-conformance within 30 Business Days of Customer's notice, Customer may immediately terminate the Agreement and be entitled to receive, through its Reseller, a pro-rata refund of any prepaid but unused Fees.

7.5 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, TESSIAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE AGREEMENT OR THE SERVICES AND TESSIAN HEREBY DISCLAIMS ANY AND ALL IMPLIED TERMS OF ANY KIND RELATING TO MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TESSIAN DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TESSIAN OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. Customer acknowledges that: (i) the analysis produced by the Services relies on learning from historical email data and previously typical patterns and behaviors in relation to the sending of emails and does not reflect all email data and all recent or emerging patterns and behaviors; and (ii) the information generated by the Services is intended for use as an aid to customers of similar sophistication in making their own informed judgments concerning the release of emails and the Services are not a substitute for Customer's own judgement in determining whether an email should be released. Customer will be responsible for any use that it makes of the information and/or generated by the Services.

8. INDEMNITY

8.1 Customer will indemnify and hold harmless, Tessian, its officers, directors, and employees against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's breach of the Data Protection Exhibit, or its misuse of the Services, provided that: (i) Tessian gives Customer prompt notice of any such claim; (ii) Tessian provides reasonable co-operation to Customer in the defense and settlement of such claim, at Customer's expense; and (iii) Customer is given sole authority to defend or settle the claim, provided that Customer may not settle any claim in a manner that imposes any material liability upon Tessian.

8.2 Tessian will defend Customer (including its officers, directors, employees, contractors and agents) against any claim directly resulting from unauthorized disclosure or misuse of Customer Data because of Tessian's breach of its obligations and rights under Section 2, and will indemnify Customer for any amounts finally awarded against Customer in judgment or settlement of any claims, provided that: (i) Tessian is given prompt notice of any claim; (ii) Customer provides reasonable co-operation to Tessian in the defense and settlement of any claim, at Tessian's expense; and (iii) Tessian is given sole authority to defend or settle any claim, provided that Tessian may not settle any claim in a manner that imposes any material liability upon Customer.

8.3 Tessian will defend Customer (including its officers, directors, employees, contractors and agents) from and against all liabilities, damages, and costs arising out of a third party claim that the Services and/or Software (excluding any Customer Data contained in Reports) infringe or misappropriate any patent, copyright, trade secret or trademark of such third party ("**IP Claim**"). Tessian will further indemnify Customer for any amount finally awarded against customers in judgment of any IP Claim. Notwithstanding the foregoing, in no event shall Tessian have any obligations or liability under this section arising from: (i) use of the Software (and/or Services) in a modified, unauthorized, or unintended form; (ii) use of the Software (and/or Services) in combination with third party technology or materials if the IP Claim would have been avoided had such combination not occurred; (iii) use of non-current versions of the Software (and/or Services) if such IP Claim could have been avoided by Customer's use of the current version of the Software (and/or Services); (iv) misuse or unauthorized disclosure of Customer Data; or (v) Customer's violation of this

Agreement. Tessian's obligation to indemnify, defend and hold harmless will only apply in situations where: (i) Tessian is given prompt notice of any claim; (ii) Customer provides reasonable co-operation to Tessian in the defense and settlement of any claim, at Tessian's expense; and (iii) Tessian is given sole authority to defend or settle any claim, provided that Tessian may not settle any claim in a manner that imposes any material liability upon Customer.

8.4 In the defense or settlement of any IP Claim, Tessian may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement and provide Customer, through its Reseller, a refund of any unused Fees as of the effective date of termination without any additional liability or obligation to pay damages or other additional costs to Customer outside the scope of the indemnity in Section 8.3.

8.5 In no event will Tessian, its employees, agents and subcontractors be liable to Customer to the extent that any claim is based on: (i) a modification of the Services by anyone other than Tessian; (ii) Customer's use of the Services in a manner contrary to the instructions given to Customer by Tessian or the Agreement; (iii) Customer's use of the Services after notice of the alleged or actual infringement from Tessian or any appropriate authority; (iv) Customer's breach of its obligations in Section 1.3; or (v) the combination, operation or use of the Services with equipment, devices, software or data (including without limitation Customer Data) not supplied by Tessian, if a claim would not have occurred but for such combination, operation or use.

8.6 This Section 8 states Customer's sole and exclusive rights and remedies and Tessian's (including Tessian's officers' employees', agents' and subcontractors') entire obligations in respect of any IP Claim.

9. LIMITATION OF LIABILITY

9.1 EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY OR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY UNDER OR IN RELATION TO THE AGREEMENT,THE SOFTWARE AND / OR THE SERVICES (WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR (II) LOSS (WHETHER TOTAL OR PARTIAL) OF OR DAMAGE (WHETHER DIRECT OR INDIRECT) TO (A) PROFITS, REVENUES, SALES, BUSINESS, AND/OR REPUTATION, OR (B) SOFTWARE AND/OR DATA, IN EACH CASE REGARDLESS OF WHETHER THE RELEVANT PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE.

9.2 TOTAL LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT FOR EXCLUDED CLAIMS (FOR WHICH THERE WILL BE NO CAP ON LIABILITY) OR SPECIAL CLAIMS (WHICH ARE SUBJECT TO THE ENHANCED LIABILTY CAP BELOW), EACH PARTY'S AGGREGATE AND TOTAL LIABILITY IN RELATION TO THE AGREEMENT, THE SOFTWARE AND / OR THE SERVICES WILL NOT EXCEED THE VALUE OF THE FEES PAID, OR IF NOT PAID, PAYABLE BY CUSTOMER TO ITS TESSIAN RESELLER DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. IN ADDITION, TESSIAN WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS TAKE BY TESSIAN AT CUSTOMER'S SPECIFIC INSTRUCTION.

9.3 SPECIAL CLAIMS. FOR ANY AND ALL SPECIAL CLAIMS (AS DEFINED BELOW), TESSIAN'S AGGREGATE AND TOTAL LIABILITY WILL BE SUBJECT TO AN ENHANCED LIABILITY CAP NOT TO EXCEED IN THE AGGREGATE $1,000,000 (ONE MILLION DOLLARS). "SPECIAL CLAIMS" MEANS: (I) ANY BREACH BY TESSIAN OF SECTION 2 AND/OR 6 RESULTING IN UNAUTHORIZED DISCLOSURE OR MISUSE OF CUSTOMER DATA; (II) ANY AMOUNTS PAYABLE TO THIRD PARTIES OR CUSTOMER PURSUANT TO TESSIAN'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.

9.4 EXCLUDED CLAIMS. NEITHER PARTY'S LIABILITY IS EXCLUDED OR LIMITED UNDER OR IN CONNECTION WITH THE AGREEMENT, THE SOFTWARE AND / OR THE SERVICES FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE, (II) FRAUD OR FRADULENT MISREPRESENTATION, OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations or exclusions may not apply. IN THESE JURISDICTIONS, TESSIAN'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. TERM AND TERMINATION

10.1 The Agreement will start on the Effective Date, continue for the Initial Subscription Term and will automatically renew for successive Renewal Terms, unless otherwise terminated as provided for herein.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement: (i) by giving at least 30 days' written notice to the other party, effective at the end of the Initial Subscription Term or at the end of any Renewal Term, as applicable; or (ii) with immediate effect by giving written notice to the other party if the other party: (a) fails to pay the Fees to Reseller on the due date for payment and has not cured such non-payment within 30 days after being notified in writing to make such payment; (b) commits a material breach of the Agreement and fails to remedy that breach within 30 days after being notified in writing to do so (unless such breach cannot be remedied, in which case, termination will be immediately effective); (c) is unable to pay its debts as they become due, makes a general assignment for the benefit of creditors, or makes a petition under applicable bankruptcy law, or a petition under applicable bankruptcy law is filed against that party, and that party has not secured a dismissal of that petition within 60 days after the petition was filed; (d) undergoes a winding-up or dissolution (otherwise than for the purpose of a merger or reorganization); or (e) is the subject of any events or circumstances analogous to the foregoing. On termination of the Agreement for any reason: (i) all licenses granted under the Agreement will immediately terminate (except those that are specifically stated in this agreement to survive termination or expiry of this Agreement or designated as perpetual); (ii) except as expressly permitted herein, each party will return and make no further use of any software, equipment, property, and other items (and all copies of them) belonging to the other party; (iii) Tessian shall no longer provide Services to Customer; and (iv) Tessian will within 30 days of termination destroy as soon as reasonably practicable all copies of the Customer Data in its possession or control except to the extent strictly necessary to comply with legal or regulatory obligations or as expressly permitted herein.

10.3 Those provisions, which by their nature survive termination, will continue after termination or expiration

of the Agreement. Those provisions include, but are not necessarily limited to: Sections 2.1, 2.2, 3.3, 4.1, 5, 6, 7.5, 9, 10.2-10.4, 11 and 12, all associated definitions and all accrued rights to payment.

11. MISCELLANEOUS

11.1 Force Majeure. Tessian will have no liability to Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (each a "**Force Majeure Event**"), provided that Customer is notified as soon as reasonably practical of such an event and its expected duration.

11.2 Variation. If Tessian wishes to amend these Terms and Conditions, it may provide Customer with written notice of the proposed amendments and, if Customer has not notified Tessian in writing within 45 days of any objections to such amendments, they shall then automatically come into force and all references to the Terms and Conditions shall be to the Terms and Conditions as so amended.

11.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

11.4 Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

11.5 Severance. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect as closely as possible to the commercial intention of the parties.

11.6 Entire Agreement. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made negligently or innocently and whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

11.7 Assignment. Tessian may at any time assign, delegate, novate or otherwise transfer or part with any or all of its rights and obligations under the Agreement in connection with a sale of all or substantially all of its business or assets. In all other respects, neither party will, without the prior written consent of the other party (not to be unreasonably withheld or delayed), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement.

11.8 No Partnership or Agency. Nothing in the Agreement is intended to or will operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11.9 Third Party Rights. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

11.10 Marketing. Customer grants a non-exclusive, royalty-free, non-transferable license during the Subscription Term to Tessian to use Customer's name and/ or logo on Tessian's website and marketing materials provided that Tessian complies with any Customer branding guidelines provided to Tessian. Other than as set out in the Agreement, no party will make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed). Subject to Customer's prior approval, Tessian may prepare and publish a case study about Customer and Customer's use of the Services. Tessian may insert the words "This email is protected by Tessian" to the footer of all Authorized Mailboxes' outbound emails checked using the Software. Following the successful roll-out of the Services, Customer and Tessian will jointly prepare and publish a press release (in a form agreed between the parties) announcing Customer's use of the Services.

11.11 Notices. Any notice required to be given under the Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Service Order, or such other address as may have been notified by that party for such purposes or, if sent by email, to the email address given in the most recent Service Order entered into by Reseller and Tessian for the Customer Contact. In each case, a copy of such notice shall be sent simultaneously to legal-enquiries@tessian.com. A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email will be deemed to have been received at the time the email enters the information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

11.12 Order of Precedence. In the event of a conflict or inconsistency between the provisions of these Terms and Conditions, the provisions of any Service Order(s), the provisions of the Exhibits, unless expressly stated to the contrary the following order of precedence will apply: (i) the Service Order (and if more than one, in date order priority, with the most recent first); (ii) these Terms and Conditions excluding the Exhibits, and (iii) the Exhibits.

11.13 Governing Law and Jurisdiction (US). This Section 11.13 applies if Customer is located in North America. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of the state of California without regard to its conflicts of law principles. The United Nations Convention on

Contracts for the International Sale of Goods does not apply to the Agreement. Each party irrevocably agrees that the courts of California will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). Where applicable, each party hereby waives its respective rights to a jury trial of any claim or cause of action relating to or arising out of the Agreement. This waiver it intended to encompass any and all disputes that may be filed in any court and that relates to the subject matter of the Agreement. Each party further represents and warrants that it has consulted with legal counsel concerning this waiver and that it provides the waiver under this Section 11.13 knowingly and voluntarily.

11.14 <u>Governing Law and Jurisdiction (UK).</u> This Section 11.14 applies if Customer is located outside of North America. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and will be held in England. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. If Customer is located in any Middle East territory, and the court of the United Kingdom refuse jurisdiction, then the parties agree that such dispute will be then subject to the exclusive jurisdiction of the courts of the Dubai International Financial Centre, Dubai, UAE.

11.15 <u>Interpretation.</u> Section headings will not affect the interpretation of the Agreement. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. Any reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision. Any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression will be construed as illustrative only and will not be construed as limiting the generality of any preceding words. A reference to writing or written includes e-mail. References to sections are to the sections of these Terms and Conditions and references to paragraphs are to paragraphs of the Exhibits.

12. DEFINITIONS

The following definitions apply for the purposes of the Agreement:

"**Add-In**" means the .MSI file comprising the add-in for the Microsoft Outlook email client used by Customer, to be installed either locally onto each Device or into Customer's remote environment in accordance with the Agreement.

"**Administrator**" means an employee of Customer who has been granted administrative privileges in respect of the Services by Customer.

"**Agreement**" means these Terms and Conditions and the Exhibits.

"**Approved Subcontractors**" means the subcontractors as set out in Schedule 4, as amended by Tessian from time to time.

"**Authorized Mailboxes**" means those email accounts of Customer or any Group Company that are authorized by Customer to use the Services.

"**Authorized Mailbox Quota**" means the limit on the number of Authorized Mailboxes in respect of each of the Services ordered by Customer through its Reseller and as specified in the applicable Service Order(s) between Reseller and Tessian.

"**Business Day**" means a day other than a Saturday, Sunday, or public holiday in England.

"**Business Hour**" means an hour within the period of Normal Business Hours.

"**Confidential Information**" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Section 6.1.

"**Connector/Agent Specifications**" means the minimum specifications that Customer's connector or routing agent must meet to support the use of the Gateway, which is currently Exchange 2010+, G-suite or Office365, as amended by Tessian from time to time by written notice to Customer.

"**Controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**", "**processor**" and "**supervisory authority**" (and cognate terms) have the meanings given to them in Article 4 of the GDPR. References to the GDPR include references to the GDPR as applied into the law of the UK.

"**Customer**" means the party identified as Customer in the Service Order(s) between Reseller and Tessian.

"**Customer Data**" means the data provided by or collected from or through Customer, Authorized Mailboxes or on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services, including, for the avoidance of doubt, all Customer emails (including all their content and attachments) scanned by the Software, but excluding any Services Data.

"**Data Protection Exhibit**" means the data protection terms and conditions as set out in Schedule 3, as updated by Tessian from time to time.

"**Data Protection Requirements**" means the Privacy and Electronic Communications Directive 2002/58/EC, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), all applicable member state legislation implementing any of the above together with any other applicable local data protection and electronic privacy and communications laws (including the Data Protection Act 2018) in force from time to time.

"**Data Security Exhibit**" means the data security overview as set out in Exhibit 5, as amended by Tessian from time to time.

"**Device**" means any desktop, laptop computer, or mobile device used by an Authorized Mailbox for the internal business purposes of Customer or any of its Group Companies.

"**Effective Date**" means the date identified in the Service Order between Reseller and Tessian as the 'Effective Date'.

"**Exhibits**" means the Specifications Exhibit, Approved Subcontractor Exhibit, Data Protection Exhibit, Data Security Exhibit and Support Services Exhibit.

"**Fees**" means the fees payable by Customer to Reseller for the license granted hereunder.

"**First Service Order**" means the first Service Order entered into between Reseller and Tessian.

"**Gateway**" means the mail gateway which emails will be routed through and will be configured in accordance with Section 1.2.

"**Gateway SLA**" means the service level agreement in relation to the

Gateway, updated from time to time, as made available to Customer through the Tessian help center.

"**Group Company**" means in relation to a company, any subsidiary or holding company of that company and any subsidiary of a holding company of that company.

"**Initial Subscription Term**" means the period commencing on the Effective Date and expiring after the period of time identified on the First Service Order as the 'Term'.

"**Intellectual Property Rights**" means all intellectual property rights of any nature including: (i) copyright, patents, trademarks, database rights, designs, format rights, inventions, know-how, trade secrets, techniques and confidential information, customer and supplier lists and other proprietary knowledge and information (whether registered or unregistered); (ii) applications and all rights to apply for registration for any of the foregoing; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in each case for their full term and together with any revivals, renewals or extensions.

"**Latest Version**" means the most recent Version of the Local Software generally made available by Tessian to its customers.

"**Local Network Specifications**" means the minimum specifications that Customer's infrastructure must meet to support the installation and running of the Local Software, as set out in Appendix 1 attached to the Service Order(s) and as amended by Tessian from time to time by written notice to Customer.

"**Local Software**" means the Add-In software, API software, together with any other software provided or made available from time to time by Tessian to Customer for installation by Customer in accordance with this Agreement within its own local or remote environments.

"**Modules**": means the hosted services provided by Tessian to Customer as specified in the Modules section of each applicable Service Order between Reseller and Tessian.

"**Normal Business Hours**" means 9.00 am to 6.00 pm local UK time, each Business Day.

"Reseller" means an authorized reseller of the Tessian Services who has a signed contract with Tessian for the provision of Services to the Customer.

"**Renewal Term**" means each period identified on the First Service Order as 'Term' beginning at the end of the Initial Subscription Term or on any subsequent Renewal Term, unless a subsequent Service Order substitutes a different Term period, in which case the Renewal Term shall be the Substituted Term period.

"**Reports**" means reports and documentation generated by Customer via the API or the Tessian Portal or provided by Tessian to Customer.

"**Report Services**" means the provision of (i): Reports by Tessian to Customer, whether such Reports are generated by Customer via the API or Tessian Portal, or provided direct to Customer by Tessian; and (ii) the provision by Tessian to Customer of any and all reporting tools and functionality.

"**Services**" means: (i) the Solution Services; (ii) the Support Services; and (iii) the Report Services.

"**Services Data**" means anonymized and aggregated data and other information that is collected, derived, extracted, or created from the Customer Data and/or data generated by Customer's use of the Services.

"**Service Order**" means the Service Order and each subsequent ordering document titled Tessian Service Order that is signed by Reseller and Tessian that relates to the Services provided to the Customer.

"**Software**" means the Modules and software comprising the API, Add-In and any other software made accessible online or provided for download by Tessian under this Agreement.

"**Solution Services**" means the services provided by Tessian under this Agreement by means of the Modules, any other Tessian proprietary hosted service solution(s), and the Local Software, in each case as specified in the applicable Service Order(s).

"**Specifications**" means the specifications set out in the Specifications Exhibit.

"**Specifications Exhibit**" means the Specifications overview as set out in Schedule 1, as amended by Tessian from time to time.

"**Subscription Term**" means the Initial Subscription Term and any subsequent Renewal Terms.

"**Support Services**" has the meaning given to it in Section 1.5.

"**Support Services Exhibit**" means Tessian's policy for providing the Support Services as set out in Schedule 2, as amended by Tessian from time to time.

"**Terms and Conditions**" means these Tessian Terms and Conditions.

"**Tessian Portal**" has the meaning given to it in Section 1.4.

"**Tessian Server**" the Tessian hosted data processing components of the overall Tessian solution.

"**Threat Intelligence** " has the meaning given to it in Section 2.1.

"**Threat Data**" means all data identified through the Services as malicious, including without limitation, any data that may perpetuate data breaches, malware infections, cyber-attacks, or other activity. For avoidance of doubt, Threat Data does not contain any personal data that could be used to identify Customer, its officers or employees.

"**Version**" means each version of the Local Software (each new version being denoted by a change to version number, consisting of bug fixes and patches made by Tessian to the Local Software and containing new functionality from the previous version).

EXHIBIT 1: SPECIFICATIONS EXHIBIT

This Specifications Exhibit should be read in conjunction with the Terms and Conditions above.

SPECIFICATION

Tessian offers four Modules: (i) the Tessian Platform, (ii) Tessian Guardian, (iii) Tessian Enforcer and (iv) Tessian Defender.

The successful operation of the processes described below is subject to a successful connection being established between the Tessian Server and the Local Software.

For the purposes of this Specifications Exhibit:

"**Sender**" means an Authorized Mailbox's user who gives an instruction to Customer's email system to send an email (e.g. by pressing the 'Send' button); and

"**Default Threshold Period**" means 3 seconds for the Add-in and 15 seconds for the Gateway.

Tessian Architect

Tessian Architect allows Administrators to implement customizable rules which will specify: (i) criteria to identify certain categories of emails; and (ii) the action which will be taken in respect of any email which meets the specified criteria (e.g. "blocking and auditing any email that is being sent to an external domain containing an .XLSX attachment") ("**Customized Rule**").

If a Sender issues an instruction to Customer's email system to send an email, the following process applies when the Tessian Platform is in use: 1. The Tessian Server is called by the Add-in or Gateway. 2. The Tessian Server determines whether the email meets the criteria specified in the Customized Rule. 3. If the email meets the criteria in the Customized Rule, the Tessian Server will relay a message back to the Add-in or Gateway, which will then perform the specific action of the Customized Rule (e.g. generate an audit log, display a warning notification, block the email from being sent, etc.).

If the Add-in or Gateway cannot connect to the Tessian Server or do not receive a response from the Tessian Server within the Default Threshold Period, the outgoing email will be sent to the recipient without any warning notification being presented to the Sender or any audit log being created.

Tessian Guardian

If a Sender issues an instruction to Customer's email system to send an email, the following process applies when Tessian Guardian is in use: 1. The Tessian Server is called by the Add-in or Gateway. 2. The Tessian Server seeks to detect anomalies which may infer that the email may be sent to an incorrect recipient (e.g. where an email has been inadvertently addressed to the wrong person); 3. If anomalies detected by the Tessian Server imply that the email is being sent to an incorrect recipient, the Tessian Server will generate a warning notification or email which will be presented to the Sender. The warning message will highlight the anomalies detected and give the Sender the option of sending the email or stopping the email from being sent.

If the Add-in or Gateway cannot connect to the Tessian Server or do not receive a response from the Tessian Server within the Default Threshold Period, the outgoing email will be sent to the recipient without any warning notification being presented to the Sender or any audit log being created.
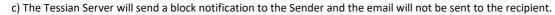
Tessian Guardian uses machine learning to detect anomalies in emails being sent. The email attributes which Tessian Guardian identifies as anomalies are constantly evolving based on learning from previous emails which have been sent or stopped from being sent. As a result, not all warning notifications generated by Tessian Guardian will accurately indicate an incorrect recipient and the Tessian Server will not generate a warning notification or an audit log for all emails sent to an incorrect recipient or an unauthorized recipient.

Tessian Enforcer

If a Sender issues an instruction to Customer's email system to send an email, the following process applies when Tessian Enforcer is in use: 1. The Tessian Server is called by the Add-in or Gateway. 2. The Tessian Server seeks to detect anomalies which may infer that the email may be sent to an unauthorized recipient. 3. If the anomalies detected by the Tessian Server imply that an email is being sent to an unauthorized recipient and the email meets the criteria in the Customized Rule, the Tessian Server will permit one of the following actions to take place:

a) The email will be sent to the recipient and the Tessian Server will generate an audit log which may be viewed by an Administrator but no warning notification will be presented to the Sender.

b) The Tessian Server will send a warning notification to the Sender and give the Sender the option to proceed with sending the email or to stop the email from being sent.

c) The Tessian Server will send a block notification to the Sender and the email will not be sent to the recipient.

If the Add-in or Gateway cannot connect to the Tessian Server or do not receive a response from the Tessian Server within the Default Threshold Period, the outgoing email will be sent to the recipient without any warning notification being presented to the Sender or any audit log being created.

Tessian Enforcer uses machine learning to detect anomalies in emails being sent. The email attributes which Tessian Enforcer identifies as anomalies are constantly evolving based on learning from users' sending behaviors. As a result, not all warning emails detected by Tessian Enforcer will be being sent to unauthorized recipients.

Tessian Defender

If an Authorized Mailbox's user issues an instruction to Customer's email system to send an email or receives an email, the following process will apply when Tessian Defender is in use: 1. The Tessian Server is called by the Add-in or Gateway. 2. The Tessian Server seeks to detect anomalies which may infer that the email may have been received from a suspicious sender. 3. If anomalies detected by the Tessian Server imply that the email has been received from a suspicious sender, the Tessian Server will generate a warning notification which will be presented to the Sender explaining the anomaly.

Tessian Defender uses machine learning to detect anomalies in emails being received. Due to the predictive nature of the system, not all suspicious emails will be identified as such by Tessian Defender.

IMPORTANT NOTE: Customers using Google GSuite with Comprehensive Mail Storage enabled should note that because of the way Google configures this service, Tessian Defender will not work and should not be used or relied on.

Audit Logs

The Tessian Server creates audit logs of key events from the Tessian Platform, Tessian Guardian and Tessian Enforcer. Administrators may request a record of audit logs in a .CSV file format via the Tessian Server. In addition, Administrators may request a daily email notification from the Tessian Server giving them a snapshot of elements of the audit log data from the past 24-hour period.

EXHIBIT 2: SUPPORT SERVICES EXHIBIT

1. **Introduction**
   This Support Services Exhibit sets out the Support Services to be provided by Tessian to Customer and should be read in conjunction with the Terms and Conditions above. Unless defined herein, capitalized terms used in this Support Services Exhibit will have the meaning given to them in the Terms and Conditions.

2. **Helpdesk**

2.1   Tessian will make available a helpdesk to Customer in accordance with the provisions of this Support Services Exhibit.
2.2   Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services. Tessian will ensure that the helpdesk is accessible by email and web portal.
2.3   The Support Services will be provided remotely, unless the parties otherwise agree in writing.
2.4   Tessian will ensure that the helpdesk is operational and adequately staffed during Normal Business Hours during the Subscription Term.

3. **Response and resolution**

3.1   Tessian, acting reasonably, will categorize all reported issues in accordance with the following table:

Category	Definition
Critical	the Software is inoperable or a core function of the Software is unavailable
Serious	a core function of the Software is significantly impaired
Moderate	a core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired
Minor	any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software

3.2   Tessian will use all reasonable efforts to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

Category	Response Time Frame after Receipt of a Request
Critical	8 Business Hours
Serious	1 Business Day
Moderate	4 Business Days
Minor	8 Business Days

4. **Diagnostic Logs**

4.1   Customer agrees that Tessian is entitled to remotely pull diagnostic logs from Authorized Mailboxes. These diagnostic logs may be used by Tessian in providing support for the resolution of such issues and in order to make general improvements to the Services.

5. **Local Software**.
   As part of the Support Services, Tessian will provide support for: (i) the installation and provision of each Latest Version of the Local Software by Customer; and (iii) advice during Normal Business Hours on Customer's installation of the Local Software and each Latest Version of the Local Software.

6. **Limitations on Support Services**.
   Tessian will have no obligation to provide Support Services in respect of any issue caused by (a) the improper use of the Software by the Customer; or (b) any alteration to the Software made without the prior consent of Tessian.

EXHIBIT 3: DATA PROTECTION EXHIBIT

This Data Protection Exhibit should be read in conjunction with the Terms and Conditions above. Unless defined herein, capitalized terms used in this Data Protection Exhibit will have the meaning given to them in the Terms and Conditions.

1. Tessian and Customer each warrant that they will each duly observe all their obligations under the Data Protection Requirements which arise in connection with the performance of their respective obligations under the Agreement, and that they shall not, in respect of personal data to be processed under or in connection with the Agreement, do any act or make any omission which puts the other party in breach of its obligations under the Data Protection Requirements.

2. Tessian and Customer recognize that: (i) where Tessian is processing any Customer Personal Data on behalf of Customer under or in connection with the Agreement Customer is a controller and Tessian is a processor; and (ii) Tessian and Customer are controllers independently of each other in respect of any other processing of Customer Personal Data or other personal data under or in connection with the Agreement. The types of personal data contained within Customer Personal Data and the categories of data subjects to which it relates are broad and will include any individual who sends or receives communications made in connection with the use of the Services. Where Tessian processes any Customer Personal Data on Customer's behalf as a processor under or in connection with the Agreement, Tessian shall:

   a) only process Customer Personal Data as is necessary to provide the Services and fulfil its obligations under the Agreement (which, for the avoidance of doubt, includes Tessian providing Customer with access to and use of the Services) and/or as otherwise specifically provided in this Agreement; Tessian;

   b) implement appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, any Customer Personal Data including as appropriate pseudonymization and encryption of Customer Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident and/or a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;

   c) notify Customer without undue delay after having become aware of any actual or suspected personal data breach of Customer Personal Data;

   d) only make a transfer to which Chapter V of the GDPR applies of Customer Personal Data from the European Economic Area ("**EEA**") and/or UK to outside the EEA and/or UK in compliance with the terms of paragraph 4 of this Data Protection Exhibit;

   e) ensure that persons authorized to process Customer Personal Data have committed themselves to confidentiality on appropriate terms or are under an appropriate statutory obligation of confidentiality;

   f) not appoint a sub-processor without Customer's authorization (and Customer authorizes Tessian appointing sub-processors in accordance with paragraph 6 of this Schedule) and in the event that Customer does provide such authorization, Tessian will ensure that such sub-processor is bound by terms similar to those of this Data Protection Exhibit and Tessian shall be responsible for any breach by such sub-processor of any of the obligations under this Data Protection Exhibit;

   g) assist Customer, with appropriate technical and organizational measures, in complying with Customer's obligations under Chapter III of the GDPR and assist Customer in ensuring the security of processing;

   h) make available to Customer all information necessary to demonstrate compliance with the Data Protection Requirements, including: (i) informing Customer if, in Tessian's opinion, processing Customer Personal Data on behalf of Customer for the purposes of the Agreement infringes the Data Protection Requirements; and (ii) allowing for and contributing to audits conducted by Customer or its representatives on reasonable notice and only as is reasonably necessary to demonstrate Tessian's compliance with this Data Protection Exhibit (such audits to be limited to once per year); and

   i) on termination of the Agreement, promptly delete or return to Customer (at Customer's discretion) all Customer Personal Data processed only on behalf of Customer save to the extent that Tessian is legally required to retain any Customer Personal Data.

3. In respect of any transfer to which Chapter V of the GDPR applies of Customer Personal Data or other personal data from inside the EEA and/or UK to a location outside the EEA and/or UK on Customer's behalf or in connection with this Agreement, Tessian shall (and, where applicable, shall procure that its data processors shall) ensure that the transfer complies with Chapter V of the GDPR and shall notify Customer (upon request) of such safeguards or exemptions which apply to the transfer. Customer shall provide all reasonable assistance to Tessian in Tessian complying with this paragraph 4, including:

   a) Where Tessian deems in good faith a transfer of Customer Personal Data pursuant to this paragraph 4 should be made by Tessian as a controller to a third party on the basis of the data subject's consent, Customer agrees to provide reasonable assistance in seeking that consent and any information necessary to ensure that consent meets the requirements of the GDPR.

b) Where a transfer of Customer Personal Data or other personal data pursuant to this paragraph 4 is made by Tessian as a controller to Customer as controller, and none of the exemptions or other safeguards of Chapter V of the GDPR are provided for in respect of the transfer, the parties hereby enter into a contract containing the clauses (exclusive of any optional clauses) required by the European Commission in connection with such transfers in its decision 2004/915/EC (and any appropriate successor decision) (the "Decision") and as set out in such Decision. The Annex to this Data Protection Exhibit contains the Annex B (or equivalent) to any agreement entered into under this paragraph 4(b) and the terms "Exporter" and "Importer" in the Annex to this Data Protection Exhibit have the meanings given to them in the Decision.

c) Where a transfer of Customer Personal Data pursuant to this paragraph 4 is to be made by Tessian as a processor to a sub-processor, Customer provides authorization for Tessian to enter into a contract containing the clauses (exclusive of any optional clauses) required by the European Commission in connection with such transfers in its decision 2010/87/EU (and any appropriate successor decision) with the sub-processor in the name and on behalf of Customer.

4. Customer shall ensure that: (i) it is entitled to transfer Customer Personal Data or other personal data it transfers to Tessian so that Tessian and its subcontractors may lawfully use, process and transfer Customer Personal Data or other personal data in accordance with the Agreement.

5. Customer provides authorization for the Approved Subcontractors at the time of the Effective Date to process Customer Personal Data as sub-processors. Customer agrees that Tessian may add or replace further sub-processors from time to time provided that Tessian shall notify Customer in writing (including email) in advance of any such change and, unless Customer sends written notification to Tessian within seven (7) days of Tessian's notification, setting out its objection to any new sub-processor, Customer will be deemed to have consented to such change.

6. In the event of any conflict between the provisions of this Data Protection Exhibit and the provisions of the remainder of the Agreement, the provisions of this Data Protection Exhibit shall prevail.

EXHIBIT 4: APPROVED SUBCONTRACTORS EXHIBIT

This Approved Subcontractors Exhibit should be read in conjunction with the Terms and Conditions above.

Approved Subcontractor	Further Information
Amazon Web Services	https://aws.amazon.com
For contracts with Tessian Limited: Tessian Inc For contracts with Tessian Inc: Tessian Limited	https://www.tessian.com

EXHIBIT 5: DATA SECURITY EXHIBIT

1. **Introduction.**
   This Data Security Exhibit should be read in conjunction with the Terms and Conditions above. Unless defined herein, capitalized terms used in this Data Security Exhibit will have the meaning given to them in the Terms and Conditions.

2. **Hosting.**
   Tessian's database infrastructure is hosted on Amazon Web Services (AWS) (the "**Tessian Database**"). Tessian's databases are stored with Amazon Web Services in Ireland or the United States.

3. Tessian agrees to:
   a. ensure that each customer's Customer Data will be stored in a logically separated scheme when at rest in the Services;
   b. ensure that all API communication between Tessian hosted Software and the client-side environment uses TLS protocol to ensure Customer Data is encrypted in transit;
   c. encrypt all persisted Customer Data stored within the Tessian Database at rest;
   d. ensure all API calls are authenticated by a unique API token for each customer;
   e. require authenticated access to the Tessian web portal via unique usernames, and passwords, for every Administrator;
   f. ensure adequate physical and logical access control, using the following principles: need to know, least privilege, role-based access control, segregation of duties, and two-factor authentication methods;
   g. perform periodic reviews of access logs, user accounts and permissions;
   h. control all changes in Tessian organization, business processes, information processing facilities and systems that affect information security (and changes should be planned, tested prior to implementation and have rollback options);
   i. test all new or changed Tessian information processing systems for functionality and security adequacy before implementation;
   j. implement a vulnerability management process to determine the need for updates and patches to Tessian information processing systems (these will be implemented in order to minimize the risks related to known vulnerabilities);
   k. use reasonable endeavors to detect and prevent information leakage and compromise through (for example) a non-exclusive combination of firewalls, HIDS, NIDS (which systems will be kept up-to-date);
   l. separate the Customer Data and of any type of backup of the Customer Data from any other data held by Tessian;
   m. before employing staff for roles involved with access to the Customer Data or to systems that might impact the security of the Customer Data, perform checks against candidates (e.g. verification of criminal record, competences) within the limits of applicable legislation;
   n. provide regular security training to individuals working for or on behalf of Tessian with access to the Customer Data or to systems that might impact the security of the Customer Data; and
   o. implement a due diligence process on third parties that are contracted by Tessian commensurate with the potential impact they might have on the security of the Customer Data.