



TESSIAN MASTER SERVICES AGREEMENT

BY CLICKING “I ACCEPT” OR ENTERING INTO A SERVICE ORDER REFERENCING THIS MASTER SERVICES AGREEMENT, YOU: (I) REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO ENTER INTO THIS MASTER SERVICES AGREEMENT ON BEHALF OF THE COMPANY THAT YOU REPRESENT; AND (II) AGREE TO BIND THAT COMPANY TO THIS MASTER SERVICES AGREEMENT. “Tessian” means (i) Tessian Inc., where you are located in the United States; or (ii) Tessian Limited, where you are located outside of the United States. Customer and Tessian (together, the “Parties” and each a “Party”) agree:

1. PROVISION OF THE SERVICES

- 1.1 License and Services.** Subject to Customer’s compliance with this Agreement, Tessian: (i) will provide the Services from the Effective Date and for the Subscription Term; and (ii) grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable right to: (1) install the Local Software and/or access the Gateway in accordance with the Customer Specifications and reasonable directions provided to Customer by Tessian from time to time; and (2) use the Software for its internal business purposes as permitted by this Agreement.
- 1.2 Affiliates.** Notwithstanding Section 12.9 (Third Party Rights), Customer may enter into a Service Order either for (i) itself; or (ii) itself and for and on behalf of its Affiliates, provided that in the case of (ii), (1) the Customer shall be liable to Tessian for its Affiliates’ compliance with this Agreement; and (2) no claim against Tessian by a Customer Affiliate in relation to this Agreement shall be valid unless it is made by the Customer.
- 1.3 Gateway.** If Customer has purchased the Gateway service, Tessian will provide the Gateway service in accordance with and subject to the Gateway SLA.
- 1.4 Local Software.** Customer may install one copy of the Local Software on each Device used by each User to access their Authorized Mailbox.
- 1.5 Support Services.** At no additional cost to Customer, Tessian will provide Customer with the Support Services during the Subscription Term.
- 1.6 Maintenance.** 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.
- 1.7 Updates.** From time to time, Tessian may make updates to the Local Software and/or the API available to Customer through the Tessian Portal and Customer will install such updates in accordance with Tessian’s reasonable instructions.
- 1.8 Proof of Value Services.** If Customer is provided with a Proof of Value (“POV”), Tessian will make such POV available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the agreed POV period for which Customer was authorized to use the applicable POV Service(s), or (b) the start date of the Services purchased by Customer.
- 1.9 Purchases through a Reseller:** Customer may purchase Services delivered by Tessian from an authorized reseller of Tessian (a “Reseller”) pursuant to an agreement and/or order form between Customer and Reseller (a “Reseller Agreement”). In such cases, Customer’s use of the Services will be subject to the Agreement, provided that notwithstanding anything to the contrary in the Agreement: (i) Customer shall pay Subscription Fees to the Reseller as set out in the Reseller Agreement; (ii) if Customer is entitled to a refund under the Agreement, then Tessian shall make such refund via the Reseller; (iii) the Reseller Agreement is not binding upon Tessian; and (iv) in the event of any conflict between this Agreement and a Reseller Agreement, this Agreement shall govern as between Tessian and Customer.

2. CUSTOMER'S OBLIGATIONS

- 2.1 Restrictions on use.** 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; (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or (v) use the Services in a manner that does not comply with the Agreement.
- 2.2 Permissions.** Customer will obtain and maintain all necessary licenses, consents and permissions to collect, share and use Customer Data as contemplated in the Agreement, without violation or infringement of any third party intellectual property rights, publicity, privacy or other rights or any applicable laws.
- 2.3 Customer Security.** Customer will (i) ensure that all usernames and passwords pertaining to Customer's Email Client and/or the Services are kept secure and confidential at all times; (ii) use all reasonable efforts to prevent any unauthorized access to, or use of, the Services; and (iii) in respect of each of (i) and (ii), will promptly notify Tessian of any actual or suspected unauthorized disclosure or security breach.
- 2.4 Technical Requirements.** The Customer will be responsible for: (i) obtaining and maintaining the network connections and telecommunications links from its systems to the Services; (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links; and (iii) ensuring that it complies with the Customer Specifications.

3. DATA AND SECURITY

- 3.1. Customer Data.** Customer grants Tessian and its Affiliates a worldwide, non-exclusive, sublicensable, non-transferable (except as specified in Section 13.7 (Assignment)) license to receive, store and process Customer Data to: (i) provide to Customer the Services (including to provide threat insights and Reports); (ii) identify and analyze global threat trends; (iii) enhance, improve and develop Tessian's services; and (iv) generate Threat Intelligence and Usage Data.
- 3.2. Threat Intelligence.** Tessian may share Threat Intelligence with Customer when providing the Services. Customer shall be responsible for any and all decisions it makes with regard to whether or not to act on any such Threat Intelligence and, where it chooses to act in response to such Threat Intelligence, how it chooses to respond and any specific steps it takes. Tessian shall have no liability in respect of any action (or failure to act) on the part of Customer in respect of any Threat Intelligence provided to it.
- 3.3. Back-ups.** All email traffic will continue to be received and sent through Customer's Email Client. Customer is responsible for the hosting and back-up of Customer Data and the functionality of its Email Client. The Parties agree that Tessian is not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by Customer's Email Client, its use of its Email Client, and/or as a result of Customer's misuse of the Services.
- 3.4. Data protection.** Customer and Tessian will comply with the requirements of the Data Protection Exhibit.
- 3.5. Data security.** Tessian will comply with the security standards set out in the Data Security Exhibit.

4. PAYMENT

- 4.1. Payment.** Unless otherwise set out in a Service Order, all undisputed Subscription Fees are payable annually in advance and are due within 30 days of an invoice. All Subscription Fees are non-cancellable and non-refundable except as expressly provided in the Agreement. If any undisputed

Fee is overdue, then late payment interest shall accrue in respect of such Fee from the due date, at the rate of either 1.5% per month or the greatest amount permitted by law, whichever is lower, until such Fee is fully paid.

- 4.2. Disputes.** If Customer wishes to dispute an invoice (or any part of it), then Customer must notify Tessian within 21 days after the date of the relevant invoice. If Customer disputes a charge on an invoice, Customer will pay all other undisputed charges and fees in accordance with this Agreement.
- 4.3. Taxes.** All Subscription Fees are exclusive of any Taxes. Customer will be responsible for payment of Taxes, other than any Taxes based on Tessian's net income.

5. AUTHORIZED MAILBOX QUOTA

- 5.1. Increasing Authorized Mailbox Quota.** Tessian will be obliged to provide the Services only in respect of such number of Authorized Mailboxes operated by Customer or its Affiliates up to, but not exceeding, the Authorized Mailbox Quota. If Customer wishes to increase the Authorized Mailbox Quota in respect of any Service(s), then Customer will notify Tessian in writing. Tessian will then provide a new Service Order. Upon execution of the new Service Order, Tessian will have the right to invoice Customer for the applicable Subscription Fees.
- 5.2. Decreasing Authorized Mailbox Quota.** Customer may not reduce the Authorized Mailbox Quota until the next Renewal Term. If Customer wishes to decrease the Authorized Mailbox Quota in respect of any Service(s), then Customer will notify Tessian in writing, no less than 30 days prior to the next renewal Term. Tessian will then provide a new Service Order. The reduced Authorized Mailbox Quota shall not come into effect until the later of: (1) execution by the Parties of the relevant Service Order, and (2) the commencement of the next Renewal Term.
- 5.3. Excess Users.** During the Subscription Term, if the number of Authorized Mailboxes exceeds the Authorized Mailbox Quota set forth in the Service Order in respect of any specific Service (without agreement with Tessian in accordance with Section 5.1 (Increasing Authorized Mailbox Quota) above), then Tessian will be entitled either: (i) not to provide such Service in respect of such excess Users, or (ii) to charge Customer for the applicable Subscription Fees for such increased usage starting on the date that the number of Authorized Mailboxes first exceeded the Authorized Mailbox Quota. If the number of Authorized Mailboxes subsequently reduces, Tessian shall nevertheless be entitled to charge on the basis of the highest level of excess usage by Customer unless and until the Authorized Mailbox Quota is amended by the Parties in accordance with Sections 5.1 (Increasing Authorized Mailbox Quota) and 5.2 (Decreasing Authorized Mailbox Quota) above.

6. INTELLECTUAL PROPERTY

- 6.1. Tessian IP.** Tessian and/or its licensors owns and retains: (i) the Services and all improvements, enhancements or modifications made from time to time thereto; (ii) Tessian's Confidential Information; (iii) Threat Intelligence and Usage Data; (iv) Tessian's name, logo, and other trademarks; (v) any software, applications, inventions or other technology developed by Tessian in connection with providing the Services; (vi) the Reports (save for any Customer Data within them); and (vii) all Intellectual Property Rights in and to the foregoing (collectively, the "**Tessian IP**"). Except for the limited rights expressly granted herein, Tessian reserves all of its right, title, and interest in and to the Tessian IP, including all related Intellectual Property Rights.
- 6.2. Customer IP.** 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 IP**"). Except for the limited rights expressly granted herein, Customer reserves all of its right, title, and interest in and to the Customer IP, including all related Intellectual Property Rights.
- 6.3. Feedback.** Customer, from time to time, may submit comments, questions, suggestions or other feedback relating to any Tessian product or service to Tessian ("**Feedback**"). Feedback and any use by Tessian of Feedback will be Tessian IP. Tessian may freely use or exploit Feedback in connection with any of its products or services.

7. CONFIDENTIALITY

- 7.1. 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 the 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 this 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.
- 7.2. Exceptions.** 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.
- 7.3. Permitted disclosures.** Each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such Party has given the other Party prior notice of such requirement when legally permissible to permit the other Party to take such legal action to prevent the disclosure as it deems reasonable, appropriate or necessary.
- 7.4. Destruction or return of Confidential Information.** Upon expiration or termination of the Agreement, subject to 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 (or in the possession or control of its Affiliates). Despite the foregoing, the receiving Party and its Affiliates: (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 and any relevant Affiliate maintains the Confidential Information in compliance with this Agreement until destroyed, which will occur as soon as reasonably practicable.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Mutual warranties.** Each Party warrants that: (i) it has full authority to enter into the Agreement; and (ii) it will use commercially reasonable efforts to ensure that no virus, spyware, adware, time bombs, back-doors or malicious codes are introduced into the Software.
- 8.2. Tessian warranties.** Subject to Sections 8.3 (Exceptions) to 8.5 (Disclaimer) inclusive, Tessian warrants that: (i) provided the Local Software is properly installed and implemented, including with the latest update in accordance with Section 1.7 (Updates), the Software will operate in material compliance with the Specifications Exhibit (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); and (ii) the Support Services will be performed with reasonable skill and care).
- 8.3. Exceptions.** The warranties given by Tessian in this Section 8 will not apply if: (i) Customer does not promptly 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; 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.
- 8.4. Remedies for Tessian warranties.** For any breach of the warranties given by Tessian in this Section

8, Tessian will at its sole discretion and expense, either: (i) repair or replace the defective Services to enable performance substantially in accordance with the Agreement; or (ii) terminate the Agreement and refund to Customer the pro-rata portion of the prepaid Subscription Fees by Customer to Tessian for the defective Services. The remedies set forth in this Section 8.4 will be Customer's sole remedy and Tessian's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of the Agreement and Customer elects to terminate the Agreement for cause as set out in Section 12.3 (Termination for cause). 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 a pro-rata refund of any prepaid but unused Subscription Fees.

8.5. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8.1 (MUTUAL WARRANTIES) AND 8.2 (TESSIAN WARRANTIES), 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 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.

9. INDEMNIFICATION

9.1. Tessian indemnities. Subject to Sections 9.3 (Conduct of claims) and 9.4 (IP claims), Tessian will indemnify Customer for any amounts finally awarded against Customer in judgement or settlement in respect of any IP Claim. "IP Claim" means a third party claim that the Customer's use of the Services in accordance with the Agreement infringes or misappropriates a third party's intellectual property rights, which does not arise out of Customer's: (i) breach of Section 2.1 (Restrictions on use); (ii) use of the Services in combination with third party equipment, software or data (including Customer Data) not supplied by Tessian; (iii) use of non-current Versions of the Services; (iv) misuse or unauthorized disclosure of Customer Data; or (v) breach of the Agreement.

9.2. Customer indemnities. Subject to Section 9.3 (Conduct of claims), Customer will indemnify Tessian for any amounts finally awarded against Tessian in judgement or settlement of any third party claim arising in connection with Customer's breach of Sections 2.1 (Restrictions on use) and 2.2 (Permissions).

9.3. Conduct of claims. An indemnifying Party's obligations under either Section 9.1 (Tessian indemnities) or 9.2 (Customer indemnities) are subject to it receiving from the indemnified Party: (i) prompt notice of the relevant claim; (ii) reasonable co-operation at the indemnifying Party's expense; (iii) sole authority to defend or settle any claim, provided that it does not settle any claim in a manner that imposes any material legal or financial liability upon the indemnified Party without the indemnified Party's express prior approval.

9.4. IP Claims. In the course of performing its obligations under Section 9.1 (Tessian indemnities), Tessian may at its sole discretion: (i) procure the right for Customer to continue using the Services; (ii) replace or modify the Services so that they become non-infringing; or (iii) terminate the Agreement and

refund Customer for any pre-paid but unused Subscription 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 9.1 (Tessian indemnities). This Section 9 states Customer's sole and exclusive remedy and Tessian's (including Tessian's officers', employees', agents' and subcontractors') entire obligation in respect of an IP Claim.

10. LIMITATION OF LIABILITY

- 10.1. EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN RELATION TO THE AGREEMENT (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 OF OR DAMAGE TO PROFITS, REVENUES, SALES, BUSINESS, AND/OR REPUTATION, 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.
- 10.2. TOTAL LIABILITY.** SUBJECT TO SECTION 10.1 (EXCLUSION OF DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT FOR SPECIAL CLAIMS AND EXCLUDED CLAIMS, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, WILL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO TESSIAN IN THE 12 MONTHS PRIOR TO THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 4 (PAYMENT). IN ADDITION, TESSIAN WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS TAKEN BY TESSIAN AT CUSTOMER'S SPECIFIC INSTRUCTION.
- 10.3. SPECIAL CLAIMS.** SUBJECT TO SECTION 10.1 (EXCLUSION OF DAMAGES) AND NOTWITHSTANDING SECTION 10.2 (TOTAL LIABILITY), IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES EXCEED TWO (2) TIMES THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO TESSIAN IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH LIABILITY FIRST ARISES IN RESPECT OF: (I) A BREACH BY EITHER PARTY OF SECTION 3.4 (DATA PROTECTION); AND (II) A BREACH BY TESSIAN OF SECTION 3.5 (DATA SECURITY).
- 10.4. 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 FRAUDULENT MISREPRESENTATION, (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW; (IV) SUBJECT ALWAYS TO SECTION 10.1 (EXCLUSION OF DAMAGES), A BREACH BY EITHER PARTY OF SECTION 7 (CONFIDENTIALITY) (SAVE WHERE A BREACH OF SECTION 7 (CONFIDENTIALITY) ARISES FROM A BREACH OF SECTION 3 (DATA AND SECURITY)); (V) A BREACH BY CUSTOMER OF SECTIONS 2.1 (RESTRICTIONS ON USE) AND 2.2 (PERMISSIONS); (VI) SUBJECT ALWAYS TO SECTION 10.1 (EXCLUSION OF DAMAGES), AN INFRINGEMENT OR MISAPPROPRIATION BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR (VII) SUBJECT ALWAYS TO SECTION 10.1 (EXCLUSION OF DAMAGES), A CLAIM BY EITHER PARTY IN ACCORDANCE WITH SECTION 9 (INDEMNIFICATION).
- 10.5. PROOF-OF-VALUE SERVICES.** NOTWITHSTANDING THIS AGREEMENT, AS PROOF-OF-VALUE SERVICES ARE PROVIDED WITHOUT CHARGE, TESSIAN OFFERS NO WARRANTIES OR INDEMNITIES FOR PROOF-OF-VALUE SERVICES AND TESSIAN'S MAXIMUM AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF PROOF-OF-VALUE SERVICES UNDER THIS AGREEMENT SHALL NOT EXCEED £10,000 OR WHERE THE CUSTOMER IS BASED IN THE US, \$10,000.

11. SUSPENSION

- 11.1 Suspension.** Tessian may, in its sole discretion, suspend Customer's access to the Services with or without notice to Customer if: (i) an invoice is more than 30 days overdue (including in the case of a purchase from a Reseller, any payments due by Customer to Reseller); (ii) Customer is breach of Section 2.1 (Restrictions on use); or (iii) Customer's use of the Services, in Tessian's sole discretion,

risks or causes material harm to the Services, Customer, Tessian or any third party (“**Suspension Incident**”). Tessian will promptly resume the Services following resolution to Tessian’s satisfaction of the relevant Suspension Incident.

12. TERM AND TERMINATION

- 12.1. Term and Renewal.** Unless otherwise stated in a Service Order, the Agreement will start on the Effective Date and continue for the Subscription Term. The Agreement will automatically renew for successive terms of no less than 12 months, unless otherwise terminated in accordance with this Section 12 (“**Renewal Term**”). Subject to any increases being no more than 5% each year, Tessian will be entitled to review and vary the Subscription Fees payable under the Agreement to take effect at the beginning of any Renewal Term.
- 12.2. Termination without cause.** Without affecting any other right or remedy available to it, either Party may terminate the Agreement by giving at least 30 days’ written notice to the other Party, effective at the end of the then-current Subscription Term.
- 12.3. Termination for cause.** Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party: (a) fails to pay any amount due under the Agreement on the due date for payment and remains in default more than 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 solvent reorganization); or (e) is the subject of any events or circumstances analogous to the foregoing.
- 12.4. Effect of termination.** 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 the Agreement to survive termination or expiry of this Agreement or designated as perpetual); (ii) except as expressly permitted herein, each Party and its Affiliates 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 or its Affiliates; 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.
- 12.5. Survival.** 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 (Customer’s obligations), 3 (Data and security), 4 (Payment), 6 (Intellectual Property), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of liability), 12 (Term and termination), and 13 (Miscellaneous) all associated definitions and all accrued rights to payment.

13. MISCELLANEOUS

- 13.1. Applicable laws.** In performing their obligations under this Agreement, Tessian and Customer will each comply with all applicable laws and regulations.
- 13.2. 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 practicable of such an event and its expected duration.
- 13.3. Variation.** Unless otherwise provided in the Agreement, any changes to this Agreement will only be effective if agreed by the Parties in writing.

- 13.4. Waiver.** Neither a failure nor a delay in exercising any right or remedy herein shall operate as a waiver of such right or remedy and a partial exercise of any right or remedy shall not prejudice any further exercise of such right or remedy.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. No Partnership or agency.** The Parties are independent contractors and nothing in this Agreement is intended to create a partnership between the Parties or authorize one Party to act as the agent of the other.
- 13.9. Third Party Rights.** The Agreement does not confer any rights on any person or party other than the Parties and their Affiliates and, where applicable, their successors and permitted assigns.
- 13.10. 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, neither 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 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.
- 13.11. Notices.** Any notice required to be given under the Agreement will be in writing and will be either (1) delivered by hand; (2) sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in the Agreement, or such other address as may have been notified by that Party for such purposes or, (3) sent by email, to the email address given in the most recent Service Order entered into by the Parties for the Customer Contact or Tessian Contact (as applicable). 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.
- 13.12. Order of Precedence.** In the event of a conflict or inconsistency between the provisions of this Master Service Agreement, 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 of priority, with the most recent first); (ii) this Master Service Agreement excluding the Exhibits, and (iii) the Exhibits.

13.13. Governing Law and Jurisdiction Where the Tessian entity on the applicable Service Order(s) is Tessian Inc., 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 is 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 13.13 knowingly and voluntarily. Where the Tessian entity on the applicable Service Order(s) is Tessian Limited, 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 courts 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.

14. DEFINITIONS

The following definitions apply for the purposes of the Agreement:

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

"Affiliates" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For the purposes of this definition, **"control"** means ownership of more than 50% of either the voting rights or ownership interests in the company.

"Agreement" means the Master Services Agreement, together with applicable Service Order(s).

"Applicable Laws" means all laws and regulations applicable to Tessian in the provision of the Services and to Customer in the use of the Services, including but not limited to all relevant Data Privacy Legislation.

"API" means the Tessian application protocol interface provided to Customer for the purposes of using the Services.

"Approved Subcontractors" means the subcontractors set out here: <https://www.tessian.com/wp-content/uploads/2020/07/Approved-Subcontractors-Exhibit.pdf> as amended by Tessian from time to time and in accordance with the Data Protection Exhibit.

"Authorized Mailboxes" means those email accounts of Customer or, if applicable, any Affiliate 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, as specified in the applicable Service Order(s).

"Business Day" means a day other than a Saturday, Sunday, or public holiday in the United Kingdom and/or in the State of Massachusetts.

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

"Confidential Information" means information that is disclosed by one Party to the other, in any form, which: (i) is identified as confidential at the time of disclosure; or (ii) should be reasonably considered to be "proprietary" or "confidential" by nature. Tessian's Confidential Information also includes details

of the Services, the results of any performance tests of the Services, and any information shared by Tessian with the Customer in relation to Support Services. Customer's Confidential Information includes Customer Data.

"Customer" means the party identified as the Customer on a Service Order,.

"Customer Data" means the data provided by or collected from or through Customer, Authorized Mailboxes or on Customer's behalf in connection with the provision or use of 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 Threat Intelligence and Usage Data.

"Customer Specifications" means the minimum specifications that (i) Customer's infrastructure must meet to support the installation and running of the Local Software; or (ii), where the Customer has purchased Gateway, the Customer's connector or routing agent must meet to support use of the Gateway, in each case as set out in an applicable Service Order and as amended by Tessian from time to time by written notice to Customer.

"Data Privacy Legislation" means the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") (and any implementing legislation), the Privacy and Electronic Communications Directive 2002/58/EC (and any implementing legislation), the UK GDPR, the Data Protection 2018, and US Privacy Laws.

"Data Protection Exhibit" means the data protection exhibit set out here: <https://www.tessian.com/wp-content/uploads/2020/07/Data-Protection-Exhibit.pdf>, as amended by Tessian from time to time.

"Data Security Exhibit" means the data security overview set out here: <https://www.tessian.com/wp-content/uploads/2020/07/Data-Security-Exhibit.pdf>, 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 as the "Effective Date".

"Email Client" means the Customer's email client, being either one or more of the following: Microsoft Outlook, Office 365 and Gmail.

"Exhibits" means the Support Services Exhibit, Specifications Exhibit, Approved Subcontractor Exhibit, Data Protection Exhibit, and Data Security Exhibit, whether attached to or referenced within this Agreement.

"Proof of Value Services" means any Tessian service or functionality that may be made available by Tessian to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "opt-out", "beta," "trial," "non-GA," "pilot," "developer preview," "non-production," "free trial," "evaluation," or by a similar designation.

"Gateway" means the Tessian mail gateway which emails will be routed through.

"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.

"Hosted Software": means the hosted services provided by Tessian to Customer as specified in each applicable Service Order and any other Tessian proprietary hosted software, including (i) all functionality associated with the provision of reports by Tessian to Customer; (ii) the Gateway (if applicable); and (iii) API software (if applicable).

"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.

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

of this definition shall mean the .MSI file 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.

"Master Services Agreement" means this agreement, including the Exhibits.

"Normal Business Hours" means 09:00 to 23:00 UK local time, each Business Day.

"Reports" means reports relating to Customer's use of the Services generated by Customer via the Software or provided by Tessian to Customer.

"Services" means the provision by Tessian to Customer of the Software and the Support Services.

"Service Order" means each applicable ordering document titled Tessian Service Order that is signed by the Parties and references this Master Services Agreement.

"Software" means the Hosted Software, the Local Software and any other software made accessible online or provided for download by Tessian under the Agreement.

"Specifications Exhibit" means the specifications set out here <https://www.tessian.com/wp-content/uploads/2022/03/2021-06-Tessian-Specifications-Exhibit.pdf> as amended by Tessian from time to time.

"Subscription Fees" means the fees payable by Customer to Tessian for the Services as set out in a Service Order.

"Subscription Term" means the term set out in a Service Order and any subsequent Renewal Terms pursuant to Section 12.1 (Term and Renewal).

"Support Services" means the support services set out in the Support Services Exhibit.

"Support Services Exhibit" means Tessian's policy for providing the Support Services as set out in Exhibit 1, as amended by Tessian from time to time.

"Taxes" means any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

"Tessian Portal" the web interface through which an Administrator can interact with the Services.

"Threat Intelligence" means data derived from Customer's use of the Services including data identified as malicious, disclosed inadvertently, or flagged by an Authorised Mailbox user as being in breach of Customer's security policies, and includes, without limitation, any data that may perpetuate data breaches, malware infections, cyberattacks or other threat activity. Threat Intelligence may include actions or inactions taken by Customer in relation to Threat Intelligence received by Customer through the Services. Threat Intelligence does not contain any data that could be used to identify Customer, its officers, employees, or its clients.

"Usage 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.

"US Privacy Laws" means all applicable US federal and/or state privacy laws applicable to Tessian, including the California Consumer Privacy Act of 2018 (California Civil Code § 1798.100 et seq.), as amended (including, without limitation, by the California Privacy Rights Act, Colorado Privacy Act, Colorado Revised Statute Title 6 Article 1 Part 13 § 6-1-1301 et seq., the Virginia Consumer Data Protection Act, Code of Virginia Title 59.1 Chapter 52 § 59.1-571 et seq., the Utah Consumer Privacy Act (Utah Code Annotated 1953, § 13-61-101, et seq.), Connecticut's Act Concerning Personal Data Privacy and Online Monitoring (Public Act No. 22-15), and all laws implementing, supplementing or amending the above from time to time.

"Version" means each version of the Local Software that is denoted by a change to version number.

EXHIBIT 1: 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 Agreement. Unless defined herein, capitalized terms used in this Support Services Exhibit will have the meaning given to them in the Agreement.

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.