# ATTACKIQ

# ON PREMISES END USER LICENSE AGREEMENT

This On Premises End User License Agreement is entered into by the **GSA Multiple Award Schedule Contractor acting on behalf of** AttackIQ, Inc. a Delaware corporation (**"AttackIQ"**) and the **eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document** (**"Customer" or "Ordering Activity"**). A list of additional defined terms appears at Attachment 1.

**Section 1.    Agreement.**

This On Premises End User License Agreement made between Customer and AttackIQ governs the Order Form entered into for the AttackIQ System by Customer and includes Attachments 1 and 2 (collectively, the **"Agreement")**. This Agreement grants Customer a limited license to use the AttackIQ System and AttackIQ Data.

**Section 2.    License Grant.**

**2.1    AttackIQ System.** Subject to the terms of this Agreement, AttackIQ grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the Term to: (a)  install, reproduce and use the AttackIQ System and use the AttackIQ Data solely for the Purpose and (b) enhance and modify the Content Library solely for the Purpose; provided that Customer delivers each modification and enhancement to AttackIQ promptly. Customer may install the Agent on machine endpoints Customer owns or controls, up to the maximum number indicated on the Order Form. Customer may run the maximum number of Content Library scenarios each month indicated on the Order Form. Customer may make a reasonable number of copies of the AttackIQ System for backup and disaster recovery purposes during the Term, provided that Customer also reproduces on such copy any copyright, trademark or other proprietary markings and notices contained in the AttackIQ System.

**2.2    AttackIQ System Delivery.**  AttackIQ and Customer agree that the AttackIQ System shall be delivered to Customer only electronically.

**2.3    Limitations.** Customer shall use the AttackIQ System only according to the Documentation, use commercially reasonable efforts to prevent unauthorized access to or use of the AttackIQ System and AttackIQ Data, and promptly notify AttackIQ of any unauthorized access or use of the AttackIQ System or AttackIQ Data. Customer is responsible for each User's compliance with the Agreement.

**2.4    Restrictions.** Customer may not use the AttackIQ System or AttackIQ Data in any manner or for any purpose other than the Purpose and as expressly permitted by this Agreement.  Customer shall not, and shall not permit or enable any third party to: (a) sublicense, distribute or otherwise grant access to or transfer the AttackIQ System or any AttackIQ Data to any third party (except as permitted in the Subsection entitled Assignment); (b) include Personal Data in Customer Data; (c) except as explicitly permitted in this Agreement, alter, create derivative works of or otherwise modify the AttackIQ System (except to the extent applicable laws specifically prohibit such restriction); (d) use the AttackIQ System or AttackIQ Data to damage or circumvent the security of any other party's network or data; (e) perform or disclose the results of stress tests or benchmarking testing of the AttackIQ System, provided that Customer may compare the AttackIQ System to other products for its internal purposes; or (f) use the AttackIQ System to build a competitive product or service.

**Section 3.    AttackIQ System Support and Professional Services.**

**3.1    Informational Support Services.** During the Term, AttackIQ will provide support services about the use and operation of the AttackIQ System by email ([support@attackiq.com](mailto:support@attackiq.com)) (the "**Informational Support Services**").

**3.2    Priority Support Services.** Subject to Customer's payment obligations under this Agreement, AttackIQ will provide the maintenance and support services described at Attachment 2 (the "**Priority Support Services**") for no additional charge. Only AttackIQ shall have the right to maintain and support the AttackIQ System.

**3.3    Professional Services.**  If AttackIQ provides professional services to Customer, such as implementation or training services, then these professional services will be described in a statement of work signed by the Parties ("**SOW**") and attached as an exhibit to this Agreement (the "**Professional Services**"). AttackIQ is not responsible for installing the Agent(s), other AttackIQ System software or Updates unless Customer purchases installation services from AttackIQ.

**3.4    Personal Data.** If Customer provides Personal Data to AttackIQ in connection with services provided under this Agreement, such as names and email addresses of employees who request Support Services, then AttackIQ will: (a) use the Personal Data solely for the purpose of providing the AttackIQ System and Services to Customer; (b) use appropriate technical and organizational measures to protect against unauthorized processing and accidental loss or damage of the Personal Data; and (c) delete the Personal Data after the termination or expiration of this Agreement.

**Section 4.    Data.**

**4.1    Customer Data.**  Customer is solely responsible for the content of the Customer Data including any claims related to the Customer Data.

**4.2    AttackIQ Data.**  Customer agrees to use the AttackIQ Data solely for the Purpose.  Customer shall not provide the AttackIQ Data to any third party, other than as required by law. Customer's breach of this Subsection shall be a material breach of this Agreement. Customer acknowledges that security vulnerabilities and security threats change constantly and this in turn may result in changes to the AttackIQ Data.

**4.3    Data Security and Privacy.**

a)    Customer shall maintain appropriate security for the AttackIQ Data, consistent with the security standards Customer uses to protect its Confidential Information.

b)    AttackIQ shall maintain appropriate security for the Customer Data and Personal Data, consistent with the security standards AttackIQ uses to protect its Confidential Information and consistent with industry technical and organizational standards to protect against unauthorized processing and accidental loss or damage of the Customer Data and Personal Data.

c)    AttackIQ shall comply with U.S. and European Union federal, national and state laws related to data privacy in effect where the Personal Data or data subject resides, including to the extent applicable, the laws of the European Union member states under the General Data Protection Regulation ("**GDPR**").

**Section 5.    Proprietary Rights, Additional License Grants, Obligations and Restrictions.**

**5.1    Proprietary Rights.**

a)    The AttackIQ System and AttackIQ Data are the exclusive property of AttackIQ and constitute valuable intellectual property and proprietary materials of AttackIQ. Subject to the limited rights expressly granted in this Agreement, AttackIQ reserves all right, title and interest in and to the AttackIQ System and AttackIQ Data, including all Intellectual Property Rights. Should AttackIQ produce any derivative works, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. No rights are granted to Customer except as expressly set forth in this Agreement.

b)    As between the Parties, the Customer Data and Personal Data are the exclusive property of Customer and constitute valuable intellectual property and proprietary materials of Customer. Subject to the limited rights expressly granted in this Agreement, Customer reserves all right, title and interest in and to the Customer Data and Personal Data, including all Intellectual Property Rights. No rights are granted to AttackIQ except as expressly set forth in this Agreement.

**5.2    Feedback.** Customer hereby grants to AttackIQ a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, license to use and incorporate into the AttackIQ System suggestions, comments, improvements, ideas or other feedback or materials provided by Customer (the "Feedback").   AttackIQ acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

**5.3    Trademarks.**  AttackIQ owns all right, title and interest in and to the AttackIQ Marks and any goodwill arising out of the use of the AttackIQ Marks will remain with and belong to AttackIQ. Customer may not copy, imitate or use the AttackIQ Marks without the prior written consent of AttackIQ. Customer shall not remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the AttackIQ System. Customer will not in any way dispute, challenge or contend the validity of the AttackIQ Marks or any trademark, service mark or copyright registration owned by AttackIQ.

**Section 6.    Payments.**

**6.1       Amount.** In exchange for the right to use the AttackIQ System, and receive the Services, Customer agrees to pay the amounts specified in the applicable Order Form and SOW in accordance with the GSA Schedule Pricelist (the "Fee"). AttackIQ shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**6.2       Payment.** The Fee is payable in full for the Initial Term and any Renewal Term, unless the Order Form or SOW provides otherwise. AttackIQ may impose interest on late payments of undisputed invoices at the rate allowable by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. Customer's payment of the Fee is not contingent on the delivery of future functionality. All invoices are payable net thirty (30) days from receipt date of invoice in United States Dollars.

**6.3       Reserved.**

**Section 7.    Term and Termination.**

**7.1       Term.** This Agreement commences on the Start Date listed in the Order Form and shall continue in effect until the End Date listed on the Order Form (the "Initial Term"). Thereafter, this Agreement may be renewed for successive periods equal to the Initial Term (each, a "Renewal Term")  by both parties executing an option, or new purchase order in writing. The Initial Term and the Renewal Term(s) (if any) are referred to collectively as the "Term".

**7.2       Termination for Material Breach.**  When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AttackIQ shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**7.3       Effect of Termination.**

a)        In General. In the event of any termination or expiration of this Agreement: (i) all of Customer's rights under this Agreement will immediately terminate; (ii) the licenses granted in this Agreement will terminate; (iii) all Users will immediately cease any access or use of the AttackIQ System; (iv) Customer promptly shall uninstall the AttackIQ System software from each machine; and (v) Customer shall pay in full for the Professional Services performed up to and including the effective date of termination. Customer may retain a reasonable number of copies of AttackIQ Data reports solely for its archival purposes after this Agreement terminates or expires, provided that Customer also reproduces any copyright, trademark or other proprietary markings and notices on the report.

b)        Survival. Provisions of this Agreement that by their nature are intended to survive, will continue to apply in accordance with their terms including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity obligations, limitations of liability and the miscellaneous provisions of the Section entitled Miscellaneous**.**

**7.4       Remedy.** AttackIQ shall refund any pre-paid fees on a pro rata basis for the remaining Term within thirty (30) days of termination. However, this remedy shall not apply in the case of a breach of the Subsection entitled Services Warranty.

**Section 8.    Confidential Information.**

**8.1       Confidentiality Generally.**  If the Parties have entered into a Non-Disclosure Agreement (**"NDA"**), this Agreement incorporates the NDA. If the Parties have not signed an NDA, then the Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. All Customer Data and Personal Data is the Confidential Information of Customer. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser.

**8.2     Exceptions.** This Section 8 will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (b) any use or disclosure required by applicable law (for example, pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the written consent of the Discloser.   AttackIQ recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

**Section 9.     Limited Warranties and Remedies.**

**9.1     Mutual Warranties.** Each Party hereby represents and warrants to the other Party that (a) the individual executing this Agreement on behalf of such Party is duly authorized to execute this Agreement on its behalf, and (b) this Agreement is a valid and binding obligation of such Party and enforceable against such Party in accordance with its terms.

**9.2     AttackIQ System Warranty.** AttackIQ warrants to Customer that during the first sixty (60) days of the Initial Term the AttackIQ System will perform in all material respects in accordance with the Documentation.  Customer's sole and exclusive remedy and AttackIQ's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming component of the  AttackIQ System so that the affected component operates as warranted or, if AttackIQ is unable to do so, terminate the license for the AttackIQ System and refund any pre-paid fees for the AttackIQ System on a pro rata basis for the remaining Term.

**9.3     Services Warranty.** AttackIQ represents and warrants that during the Term, the Services will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards and any related SOW. Customer's sole and exclusive remedy and AttackIQ's entire liability for a breach of the foregoing warranty is to reperform the Services.

**9.4     No Malicious Code Warranty.** AttackIQ warrants to Customer that during the Term: (a) AttackIQ applies industry standard tools to identify and eliminate viruses and other malware prior to delivering the AttackIQ System software to Customer; and (b) to AttackIQ's knowledge, all AttackIQ System software delivered to Customer shall be free of: (i) functions or routines that are designed to surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the AttackIQ System; (ii) undisclosed "time bombs", time-out or deactivation functions or other means designed to terminate the operation of the AttackIQ System (other than at the direction of the user); (iii) "back doors" or other means designed to allow remote access and/or control a Customer's networks; and (iv) any codes or keys designed to have the effect of disabling or otherwise shutting down all or any portion of the AttackIQ System or limiting its functionality. Notwithstanding the foregoing, Customer acknowledges that the AttackIQ System or future updates to the AttackIQ System may contain a License Key mechanism which limits the use of the AttackIQ System to the purchased functional scope and period and which is designed to expire automatically at the end of the purchased license period, at which point the AttackIQ System will no longer function.

**9.5     Exceptions.** The warranties in Subsections 9.2 through 9.4 do not apply to: (a) any component of the AttackIQ System that has been used in a manner other than as set forth in the Documentation and authorized under this Agreement, to the extent such improper use causes the AttackIQ System or Services to be nonconforming or (b) Force Majeure or any other type of catastrophic damage. Any claim submitted under Subsections 9.2 through 9.4 must be submitted in writing to AttackIQ during the warranty period.

**9.6     Disclaimers.** AttackIQ does not warrant that the AttackIQ System is free from bugs, errors, defects or deficiencies. AttackIQ does not provide any warranties regarding the AttackIQ Data and disclaims all liability for the AttackIQ Data and actions taken in connection with the AttackIQ Data by any party other than AttackIQ. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, ATTACKIQ MAKES NO WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES THAT THE DISCLAIMERS IN THIS SECTION 9 ARE A MATERIAL PART OF THIS AGREEMENT, AND ATTACKIQ WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH DISCLAIMERS.

**Section 10.     Indemnification.**

**10.1    IP Indemnification by AttackIQ.**

a)       AttackIQ will, at its expense, either have the right to intervene to defend Customer from or settle any claim, suit or proceeding ("Claim") brought by a third party against Customer alleging that Customer's use of the AttackIQ System in accordance with this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or trade secret intellectual property rights.   Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b)       AttackIQ will indemnify Customer from and pay: (i) all damages, costs and attorneys' fees finally awarded against Customer in a Claim under Subsection 10.1(a); (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Subsection 10.1(a) (other than attorneys' fees and costs incurred without AttackIQ's consent after AttackIQ has accepted defense of the Claim); and (iii) all amounts that AttackIQ agrees to pay to any third party to settle a Claim under Subsection 10.1(a). Further, should the AttackIQ System become, or in AttackIQ's opinion is likely to become, the subject of a claim of infringement or misappropriation AttackIQ may, at its option and expense: (i) obtain a license to permit Customer to continue using the AttackIQ System according to the terms of this Agreement; (ii) modify or replace the relevant portion(s) of the AttackIQ System with a non-infringing or non-misappropriating alternative having substantially equivalent performance within a reasonable period of time; or (iii) terminate this Agreement by providing notice to Customer, and provide Customer with a refund of any pre-paid fees for the AttackIQ System on a pro rata basis for the remaining Term.

c)       AttackIQ's indemnity obligation will not apply to the extent any infringement or misappropriation arises as a result of: (i) Customer Data, (ii) a combination of the AttackIQ System with software or systems not provided by AttackIQ, or (iii) any failure of Customer to comply with this Agreement.

**10.2    Reserved.**

**10.3**    a)       **Process.** The indemnified Party will promptly notify the indemnifying Party of any claim subject to this Section 10, but the indemnified Party's failure to promptly notify the indemnifying Party will only affect the indemnifying Party's obligations under this Section 10 to the extent that such failure prejudices the indemnifying Party's ability to defend the Claim. The indemnifying Party may: (a) use counsel of its own choosing to defend against any Claim; and (b) settle the Claim as the indemnifying Party deems appropriate (except that the indemnifying Party may not settle any Claim unless the settlement unconditionally releases the indemnified Party of all liability related to the Claim). The indemnified Party shall provide the indemnifying Party, at the indemnifying Party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim.

**Section 11.   Limitations of Liability.**

**11.1    By Type.** EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION) IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, REMOTE, SPECULATIVE, COVER, PUNITIVE OR EXEMPLARY DAMAGES, (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES.

**11.2    By Amount Generally.** EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO ATTACKIQ UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3    Reserved.**

**11.4    Exclusions.**  No limitation of liability in this Agreement, whether through the exclusion of certain types of damages, a cap on the amount of damages, or other limitation, applies to either Party's liability for violation of the other party's intellectual property rights, gross negligence, intentional misconduct, fraud, death or personal injury.

**11.5    Allocation of Risk.** The Parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each Party acknowledges that

the foregoing limitations are an essential element of this Agreement and a reasonable allocation of risk between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

**Section 12.  Disputes.**

**12.1    Reserved.**

**12.2    Reserved.**

**12.3    Reserved.**

**Section 13.  Miscellaneous.**

**13.1    Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f) occurrences.

**13.2    Export.** The AttackIQ System and related technology are subject to applicable United States export laws and regulations. Customer must comply with all applicable United States and international export laws and regulations with respect to the AttackIQ System and related technology. Without limitation, Customer may not export, re-export or otherwise transfer the AttackIQ System or related technology, without a United States government license: (a) to any person or entity on any United States export control list; (b) to any country subject to United States sanctions; or (c) for any prohibited end use.

**13.3    Anti-corruption.** Customer has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any AttackIQ personnel or agents in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Customer becomes aware of any violation of the above restriction, Subscriber will promptly notify AttackIQ at support@attackiq.com.

**13.4    Independent Contractors.** Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

**13.5    No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

**13.6    Assignment.** Except as set forth in this Subsection, neither Party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other Party's prior written consent.  Any other attempted assignment shall be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.

**13.7    Applicable Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the Federal laws of the United States. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

**13.8    Notice.** Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notices required by this Agreement will be in writing and given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified in the Order Form (or such other address as may be specified in writing in accordance with this Subsection).

**13.9    Additional Definitions.** See Attachment 1.

**13.10  Entire Agreement.** This Agreement, including any attachments and exhibits, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Order Form, (ii) the applicable SOW, (iii) this On Premises End User License Agreement and (iv) the Documentation.  No modification, amendment, or waiver of any provision of this Agreement will be effective unless it exists in writing and is signed by the Party against whom the modification, amendment, or waiver is to be

asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**AGREED:**

**AttackIQ, Inc.**                                      **Customer [Insert Legal Name]**


_____          _____

Carl Wright, Chief Commercial Officer          Authorized Representative Signature


                                                       **Title: _____**


**Date: _____**          **Date: _____**

**Additional Definitions**

"*Agent*" means the test point software agent installed on endpoints by Customer and provided with the AttackIQ System.

"*AttackIQ Data*" means data generated by the AttackIQ System including network telemetry data and other information regarding Customer's network security vulnerabilities and security threats and any reports Customer creates using the AttackIQ System. For clarity, AttackIQ Data does not include any Personal Data.

"*AttackIQ Marks*" means any trademarks, service marks, service or trade names, logos, and other designations of AttackIQ.

"*AttackIQ System*" means the AttackIQ proprietary threat intelligence solution for computer software and systems described on the Order Form. The AttackIQ System is comprised of the Agent, other on premises software described on the Order Form, the Documentation, the Content Library and any Updates to the foregoing.

"*Confidential Information*" means any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser's technology, software documentation, research, development, products, services, pricing of products and services (excluding GSA Schedule pricing), customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs. However, Confidential Information does not include any information that: (a) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (b) is independently developed by the Recipient; (c) is acquired by the Recipient from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Recipient. All Customer Data and Personal Data is the Confidential Information of Customer.  AttackIQ recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

"*Content Library*" means a library of attack scenarios and behaviors used with the AttackIQ System to test the security of Customer's software and systems.

"*Customer Data*" means data generated by Customer's endpoint and delivered to the AttackIQ System and any other information that Customer is permitted to input into the AttackIQ System data fields. Customer Data does not include Personal Data.

"*Discloser*" means a Party that discloses any of its Confidential Information to the other Party.

"*Documentation*" means the (a) documentation describing the AttackIQ System accompanying the AttackIQ System and (b) the Content Library developed by AttackIQ included with the Documentation.

"*Intellectual Property Rights*" means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

"*License Key*" means a data token provided by AttackIQ associated with Customer's instance of the AttackIQ System, and which enables use of the AttackIQ System for a specific period of time.

"*Party*" means AttackIQ or Customer.

"*Personal Data*" means any information provided by Customer to AttackIQ used to identify a specific natural person, either alone or when combined with other information that is linkable by AttackIQ to a specific natural person. Personal Data also includes other information about a specific natural person where the data protection laws in effect in the region where such person resides define this information as Personal Data.

"*Purpose*" means the limited purpose of evaluating and validating the effectiveness of Customer's own computer network security infrastructure in connection with Customer's ordinary, internal business operations.

"*Recipient*" means a Party that receives any Confidential Information of the other Party.

"*Services*" means the Informational Support Services, Priority Support Services and Professional Services.

**"Updates"** means corrections, updates, patches and other modifications to the AttackIQ System that AttackIQ makes generally commercially available during the Term.

**"User"** means Customer's current employees, independent contractors, agents and consultants who are authorized or permitted by Customer to access and use the AttackIQ System on behalf of Customer; provided that each individual is not: (a) a resident of any country subject to a United States embargo or other similar United States export restrictions; (b) on the United States Treasury Department's list of Specifically Designated Nationals; (c) on the United States Department of Commerce's Denied Persons List or Entity List; or (d) on any other United States export control list.

**Attachment 2**

**Priority Support Services**

*[provided separately]*