Cyberbit Terms of Service

TERMS OF SERVICE

Last Updated: September 21, 2026

This Terms of Service ("**Agreement**") is entered into by and between the organizational entity, or in the case of an individual, the individual, who has executed an Order Form (as defined below) (collectively, "**you**", "**your**", or "**Customer**") and the Cyberbit entity identified in the applicable Order Form (including Cyberbit Ltd., Cyberbit, Inc., RangeForce Inc., RangeForce OÜ, or their Affiliates, as applicable) (collectively, "**Cyberbit**", "**we**", "**our**", or "**us**"). Cyberbit and Customer may be referred to herein each individually as a "**Party**" and collectively, the "**Parties**". The terms of this Agreement, together with any documents expressly incorporated by reference, govern your access to and use of the Platform (as defined below) including any data, source code, templates, tools, processes, methodologies, trade secrets, or other information contained therein, including any improvements or enhancements made thereto, contained on our Cyberbit website located at https://cyber-range.com, https://cyberbit.com, https://www.rangeforce.com, https://rangeforce.eu ("**Website**") and any other mobile or web-based applications made available to Customer to access the Platform.

Please read the Agreement carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to this Agreement when the option is made available to you, you accept and agree to be bound and abide by this Agreement and our Privacy Policy** (found at https://www.cyberbit.com/legal and hereinafter referred to as the "**Privacy Policy**"), which is hereby incorporated into this Agreement by this reference. Any conflicts between the Privacy Policy and this Agreement will be governed by this Agreement, except in the case of the Privacy Policy which will govern with respect to non-public personal information about individuals. To the extent you have purchased the Services on behalf of a company or other business entity, you additionally represent that you have the authority to enter into this Agreement on behalf of such entity, and agree that the entity, and all of its employees and users will be bound by this Agreement. If you and your business entity do not wish to be bound by this Agreement, you may not use the Services. This Agreement shall be effective (i) the date set forth in the applicable Order Form, or (ii) if no Order Form exists, the date Customer first accesses the Platform or clicks to accept (the "**Effective Date**").

1. DEFINITIONS

"Acceptable Use Policy" or **"AUP"** means Cyberbit's acceptable use policy, available at https://www.cyberbit.com/legal or any successor location designated by Cyberbit in its sole discretion and as updated from time to time.

"Affiliate" means, with respect to a party, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. With respect to Cyberbit, Affiliates includes but is not limited to Cyberbit Ltd., Cyberbit, Inc., RangeForce Inc., and RangeForce OÜ. "Control" means the power to direct an entity's management and policies, whether through ownership of at least fifty percent (50%) of voting securities, by contract, or otherwise.

"AI Features" means any artificial intelligence-based tools, tutors, or assistants made available through the Platform, including automated training recommendations, readiness assessments, and the AI tutor functionality.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or a User by or through the Platform.

"Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Cyberbit IP" means the Platform, Documentation, and Cyberbit's systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any technical or functional descriptions, requirements, plans, or reports, that are provided or used by Cyberbit or any subcontractor in connection with the Services or otherwise comprise or relate to the Platform. For the avoidance of doubt, Cyberbit IP includes Aggregated Data and any information, data, or other content derived from Cyberbit's monitoring of Customer's access to or use of the Platform, but does not include Customer Data.

"Documentation" means the user guides, manuals, training materials, and other documentation that Cyberbit provides describing the Platform or Services, as updated from time to time.

"Exercises" means the simulated cybersecurity attack and defense scenarios, including crisis simulations, available through the Platform which may be conducted by several Users (commonly referred to as "live fire exercises" or "team exercises"), and which are designated as such in the Platform.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereinafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws, and all similar or equivalent intellectual property rights or forms of protection, now known or developed in the future, anywhere in the world.

"Labs" means individual, self-paced training modules available through the Platform that are designed to teach specific cybersecurity topics and are designated as "Labs" in the Platform.

"Order Form" means an ordering document, online purchase page, or other written or electronic order executed by Customer (or submitted through the Website) that references this Agreement and specifies the Services, number of Users, Subscription Term, Fees, and other commercial terms. Each Order Form is incorporated into and governed by this Agreement.

"Platform" means Cyberbit's cloud-based cybersecurity training, simulation, readiness assessment, and skill development software-as-a-service platform, including all Exercises, Labs, AI Features, and related technology, as made available by Cyberbit through the Website. The Platform is also known as "Cyberbit Readiness," "RangeForce," or "RangeForce Readiness," as applicable.

"Readiness Assessments" means the scoring, metrics, performance evaluations, training recommendations, and readiness measurements generated by the Platform based on User performance during Exercises and Labs. Readiness Assessments are indicators of how well Users respond in the simulated training environment on the Platform and are provided for informational purposes only.

"**Services**" means, collectively, access to and use of the Platform, the Documentation, the Support Services described in Section 7.2, any Additional Services, and any other services identified in an Order Form.

"**Subscription Term**" means the period during which Customer is allowed access and use of the Platform, as set forth in the applicable Order Form.

"Third-Party Products" means third-party commercial software, tools, and products that Cyberbit makes available within the Platform environment to simulate real-world cybersecurity environments (e.g., operating systems, security information and event management tools, email servers, endpoint detection and response tools). Third-Party Products are not proprietary to Cyberbit.

"User" means a specific individual employee or contractor of Customer who is authorized by Customer to access and use the Platform under Customer's account.

2. REGISTRATION; ORDER FORMS

2.1 Order Form. The Parties will set forth specific terms of Customer's use of the Platform in an Order Form, which shall contain at a minimum: (i) the name, address, and contact information of Customer; (ii) the applicable Fees; (iii) the type and scope of the subscription (including the number of Users and applicable License Metrics); and (iv) other information as determined between the Parties, such as the Subscription Term and any additional Services.

2.2 Registration; Account. Customer must register for a Cyberbit account to access the Platform. By registering, Customer acknowledges that: (1) Customer and its Users have read and understand this Agreement; (2) Users' use of the Platform is solely for the Permitted Purpose; (3) User information inputted into the Platform is accurate and shall be kept current; (4) Customer has all rights to provide Customer Data, including personal information about Users; and (5) Customer Data will be governed by the Privacy Policy.

2.3 Usernames and Passwords. Upon registration, Customer shall keep, and as applicable, shall cause all Users to keep, all usernames, passwords, license or security keys, PINs, and other account details or credentials used to verify an individual's identity and authorization to access and use the Platform (collectively, "**Access Credentials**") confidential. Cyberbit will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with any unauthorized use of any Access Credentials. Cyberbit retains the right to disable any Access Credentials, if Customer or any of its Users has violated any of the provisions of this Agreement.

3. LICENSE GRANT; ACCESS AND USE

3.1 License Grant. Subject to Customer's and its Users' compliance with this Agreement, Cyberbit hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 16.9), non-sublicensable right to access and use the Platform during the applicable Subscription Term, solely for use by Users in accordance with the terms and conditions herein and the applicable Order Form. Such use is limited to Customer's internal use, solely as it may relate to internal cybersecurity training and learning, educational purposes, skill assessment, skill development, team readiness exercises, and readiness development, in each case solely for Customer's internal business purposes (the "**Permitted Purpose**").

3.2 Documentation License. Cyberbit hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 16.9) license to use the Documentation during the applicable Subscription Term solely for the Permitted Purpose.

3.3 License Metrics. If License Metrics other than described below are set forth in the applicable Order Form, such License Metrics shall control.

(a) <u>License Metrics based on Named Users</u>: If Customer has purchased a subscription with a limitation on the number of Named Users, then the following shall apply (collectively, the "**License Metrics**"): (i) The number of Users which Customer may enable to use the Platform on Customer's behalf is limited to the number of named users specified in the applicable Order Form ("**Named User**"). A Named User refers to a specific individual using the Platform, and not to any User who is using the Platform at any given time. Therefore, the total number of Named Users using the Platform is the total number of individuals which were, are or will be using the Platform. It is Customer's responsibility and liability to ensure that the number of Named Users does not exceed the number specified in the Order Form and that only one individual is counted as a Named User. Each Named User shall be subject to all terms and conditions of this Agreement which apply to a User. (ii) After Customer designates its Users, it will not be able to change them other than

in case of manpower turnover, and up to a total of 20% of the Users. In any event, the total number of Named Users shall not exceed the number specified in the Order Form.

(b) License Metrics based on number of Exercises and Labs (each shall be referred to hereinafter as a "**Unit**"): If Customer has purchased the Services with a limitation on the number of Units, then the following License Metrics shall apply: (i) Customer may use (or may enable its Users to use) only the number of Units specified in the applicable Order Form. (ii) The number of Users participating in a Unit simultaneously shall be limited to the number detailed in the applicable Order Form, and if no such number is specified, then the number of Users shall be limited to 20, other than with respect to Labs in which only one User may participate.

3.4 Third-Party Products. Cyberbit may from time to time make Third-Party Products available to Customer and, if so, such Third-Party Products may be subject to their own terms of service and the applicable flow through provisions for such Third-Party Products. Cyberbit is not liable for any Third-Party Products. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not use such Third-Party Products.

3.5. Hosting. Customer acknowledges that Cyberbit uses third-party entities to host the Platform and store Customer Data (the "**Hosting Services**"). Cyberbit may select and change such Hosting Services in its sole discretion. To the maximum extent permitted by law, Cyberbit shall have no liability for any disruptions, downtime, data loss, or security incidents arising from or relating to the Hosting Services.

3.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Cyberbit may temporarily suspend or otherwise deny Customer's, any User's, or any other person's access to or use of all or any part of the Platform or Cyberbit IP, without incurring any resulting obligation or liability, if: (a) Cyberbit receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Cyberbit to do so; or (b) Cyberbit believes, in its reasonable discretion, that: (i) Customer or any User has failed to comply with any material term of this Agreement, violated the AUP, or accessed or used the Platform beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; (iii) there is a threat or attack on any of the Platform; or (iv) Customer's or any User's use of the Platform disrupts or poses a security risk to the Platform or to any other customer or vendor of Cyberbit. This Section 3.6 does not limit any of Cyberbit's other rights or remedies, whether at law, in equity, or under this Agreement.

4. USE RESTRICTIONS

4.1 General Restrictions. Customer shall not, and shall not permit any User or other person to, access or use the Platform or Cyberbit IP except as expressly permitted by this Agreement and, in the case of Third-Party Products, the applicable third-party license agreement. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Platform or Cyberbit IP; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Platform or Cyberbit IP to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Platform or Cyberbit IP, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or Cyberbit IP or access or use the Platform or Cyberbit IP other than by a User through the use of his or her own then-valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Platform, any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Platform,

Cyberbit's systems, or Cyberbit's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Platform or Cyberbit IP, including any copy thereof; (h) access or use the Platform or Cyberbit IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law; (i) access or use the Platform or Cyberbit IP for purposes of competitive analysis, benchmarking, or performance evaluation of the Platform or Cyberbit IP, the development, provision, or use of a competing software service or product, or any other purpose that is to Cyberbit's detriment or commercial disadvantage, provided that if Customer is required by applicable law to conduct benchmarking, Customer may do so solely for internal business purposes and may not disclose, publish, or share such results with any third party; (j) use the Platform, any tools, techniques, malware, or attack methods accessed through or provided within the Platform for any purpose other than the Permitted Purpose, including without limitation deploying any such items against any third-party system, network, or environment or for any unauthorized, malicious, or illegal purpose; or (k) connect the simulated environment provided through the Platform to any external production network, system, or environment, or use internet access available through the Platform to download, distribute, or deploy harmful content, code, or tools for any unauthorized purpose.

4.2 Internet Access. Certain features of the Platform may provide Users with access to the public internet during training exercises. Customer acknowledges and agrees that: (a) such internet access is provided solely for legitimate training purposes within the Permitted Purpose; (b) Customer is solely responsible for any content, code, or tools accessed, downloaded, or used by its Users through such internet access, including any harmful or malicious content; (c) Customer shall ensure that Users do not use internet access through the Platform to violate any law, infringe any third-party rights, or engage in any activity that could harm Cyberbit, other customers, or third parties; (d) Cyberbit has no obligation to monitor, filter, or restrict content accessible through the internet during training exercises; and (e) Cyberbit disclaims all liability arising from Customer's or Users' use of internet access through the Platform, including for any harmful code or unauthorized content accessed or downloaded thereby.

4.3 Malware and Simulated Threats. The Platform may permit Users to upload, experiment with, or interact with malware and simulated cybersecurity threats solely for training and readiness purposes within the Permitted Purpose. Customer acknowledges and agrees that: (a) such capabilities are provided exclusively to enable cybersecurity training in a controlled simulated environment; (b) Customer shall ensure that no User uploads, deploys, or uses any malware or harmful code for any purpose other than authorized training within the Platform environment; (c) any use of malware, attack tools, or harmful code outside the Platform environment, against any third-party system, or for any unauthorized, malicious, or illegal purpose is strictly prohibited and shall constitute a material breach of this Agreement; (d) Customer is solely responsible for all actions taken by its Users in connection with malware and simulated threats on the Platform; and (e) Customer shall comply, and shall cause its Users to comply, with the AUP at all times when interacting with malware or simulated threats.

4.4 Acceptable Use Policy. Customer and its Users shall comply with the AUP at all times. Customer shall use commercially reasonable efforts to make all Users aware of the AUP and shall cause Users to comply with its provisions. Customer shall promptly address any AUP violations and shall reasonably assist Cyberbit in connection with Users' adherence to the AUP. Any violation of the AUP by a User shall be deemed a violation by Customer.

5. CUSTOMER OBLIGATIONS

5.1 General Responsibilities. Customer is responsible for: (a) all acts and omissions of its Users in connection with the Platform, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer; (b) causing all

its Users to comply with this Agreement and the AUP; (c) all Customer Systems, hardware, and software needed to use the Platform; (d) access to appropriate internet connections to ensure effective access to and use of the Platform; (e) ensuring the compatibility of Customer's network, systems, products, and applications for use in connection with the Platform; and (f) determining the suitability of those items for such purposes.

5.2 Customer Data. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content, accuracy, quality, legality, and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Platform; (c) the security and use of Customer's and its Users' Access Credentials; and (d) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer represents and warrants that it has obtained all necessary rights and consents to provide Customer Data to Cyberbit in connection with the Services, and that the Customer Data, as received by Cyberbit and processed in accordance with this Agreement, will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, privacy, or other rights of any third party or violate any applicable law.

6. USER-PROVIDED MATERIALS

6.1 General. The Platform may allow Users to post, submit, publish, display, or transmit to other Users or other persons (hereinafter, "**post**") content or materials (collectively, "**User-Provided Materials**") on or through the Platform. All User-Provided Materials must comply with the Content Standards set forth below. Cyberbit may use information provided as part of the User-Provided Materials to generate aggregated reports featuring de-identified data that may be publicly available on the Platform or otherwise published as described by the Privacy Policy.

Any User-Provided Materials posted to the Platform will be considered non-confidential and non-proprietary. By providing any User-Provided Materials on the Platform, Customer grants Cyberbit and its Affiliates and service providers, and each of their and Cyberbit's respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, promote, broadcast, and otherwise disclose to third parties any such material for the purposes set forth in the Privacy Policy. For purposes of clarity, User-Provided Materials refers only to information and materials posted for viewing by other Users of the Platform, though by agreeing to this Agreement Customer grants Cyberbit permission to publish or otherwise display User-Provided Materials in locations other than the Platform.

Customer represents and warrants that: (i) Customer owns or controls all rights in and to the User-Provided Materials, and has obtained all necessary consent and legal authorizations necessary to provide the User-Provided Materials if related to another individual; (ii) Customer has the right to grant the licenses granted above to Cyberbit and its Affiliates and service providers, and each of their and Cyberbit's respective licensees, successors, and assigns; and (iii) all User-Provided Materials do and will comply with this Agreement.

Customer understands and acknowledges that Customer alone is responsible for any User-Provided Materials submitted or contributed by Customer or its Users, and Customer, not Cyberbit, has full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Cyberbit is not responsible, or liable to any third party, for the content or accuracy of any User-Provided Materials posted by Customer or any other user of the Platform.

Customer acknowledges that Customer alone is responsible for the User-Provided Materials that Customer or its Users post to the Platform and once posted such materials cannot always be withdrawn. Customer

assumes the risk and liability associated with the User-Provided Materials provided, including any liability resulting from other Users' reliance on its quality, accuracy, or reliability. Customer further acknowledges that Customer may expose itself to liability to the extent the User-Provided Materials contain material that is false, intentionally misleading, or defamatory, infringing of a third party's Intellectual Property Rights, or otherwise violates the Content Standards or this Agreement. Please note Cyberbit cannot control the actions of other users of the Platform with whom Customer may choose to share User-Provided Materials. Therefore, Cyberbit cannot and does not guarantee that User-Provided Materials will not be viewed by unauthorized persons.

6.2 Monitoring and Enforcement; Termination. Cyberbit has the right to: (i) remove or refuse to post any content for any or no reason in its sole discretion; (ii) disclose Customer's or any User's identity or other information to any third party who claims that material posted or otherwise provided by Customer or any User violates their rights, including their Intellectual Property Rights or their right to privacy; (iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and (iv) terminate or suspend Customer's or any User's access to all or part of the Platform for any or no reason, including without limitation, any violation of this Agreement or the terms of any other commercial agreement Customer has entered into with Cyberbit.

Without limiting the foregoing, Cyberbit has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Cyberbit to disclose the identity or other information of anyone posting any materials on or through the Platform. CUSTOMER WAIVES AND HOLDS HARMLESS CYBERBIT AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CYBERBIT OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CYBERBIT, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

However, Cyberbit does not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Cyberbit assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. Cyberbit has no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section 6.2.

6.3 Content Standards. Any User-Provided Materials must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. In addition, the content standards set forth below ("**Content Standards**") apply to any and all User-Provided Materials. Without limiting the foregoing, Customer represents and warrants that the User-Provided Materials will not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other Intellectual Property Rights or other rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Privacy Policy; (v) contain false, untrue, or misleading information or otherwise be likely to deceive any person; (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) impersonate any person, or misrepresent identity or affiliation with any person or organization; (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (x) give the impression that they emanate from or are endorsed by Cyberbit or any other person or entity, if this is not the case.

In the event that Cyberbit determines, in its sole discretion, that Customer or any User is violating any of the Content Standards, Cyberbit reserves the right to remove any applicable User-Provided Materials and/or terminate Customer's or such User's access to the Platform. In the event Cyberbit determines that Customer or any User is repeatedly infringing the copyrights of any third parties, Customer's account will be terminated and continued access to the Platform will be denied in accordance with the Digital Millennium Copyright Act ("**DMCA**").

6.4 Copyright Infringement. If Customer believes that any content on the Platform violates Customer's copyright, Customer may submit a notification pursuant to the DMCA by providing Cyberbit with the following information in writing (see 17 U.S.C. § 512(c)(3) for further details): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests; (b) a description of the copyrighted work that Customer claims has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (c) identification of the URL or other specific location on the Platform where the material that Customer claims is infringing is located; (d) Customer's address, telephone number, and email address; (e) a statement that Customer has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by Customer, made under penalty of perjury, that the above information in the notice is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf.

All notices set forth in this section must be sent to Cyberbit's copyright agent via email at legal@cyberbit.com

7. EVALUATION, SUPPORT AND ADDITIONAL SERVICES

7.1 Evaluation Access. If Cyberbit provides Customer with access to the Platform for evaluation, proof of concept, proof of value, experience class, master class, workshop, or trial purposes (**"Evaluation Access"**), then Cyberbit grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Platform solely for internal evaluation within the Permitted Purpose. Evaluation Access shall terminate automatically upon the later of: (i) the end of the evaluation period specified by Cyberbit in the applicable Order Form (or, if none, thirty (30) days from the date access is granted); or (ii) the end of the applicable activity (e.g., workshop or proof of concept). Cyberbit may terminate Evaluation Access at any time by written notice of immediate effect. THE PLATFORM AND ALL CYBERBIT IP PROVIDED UNDER EVALUATION ACCESS ARE PROVIDED STRICTLY ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. Cyberbit may provide limited support for Evaluation Access in its sole discretion. All other terms of this Agreement apply to Evaluation Access. This Section 7.1 will take precedence over any contradictory language in this Agreement as it relates to Evaluation Access.

7.2 Standard Support; Service Level Agreement. During each Subscription Term, Cyberbit shall provide Customer with commercially reasonable technical support for the Platform via email and its online support portal (**"Support Services"**). Support availability, response times, uptime obligations, and service credit entitlements are governed by the Service Level Agreement set forth in **Appendix A** to this Agreement (the "**Service Level Agreement**"), which is incorporated herein by reference. In the event of any conflict between this Section 7.2 and Appendix A, Appendix A shall control.

7.3 Additional Services. The Parties may agree to additional support services such as implementation, training and development services, as mutually agreed in an Order Form incorporating the terms of this Agreement ("**Additional Services**"). The fees and charges associated with the performance of the Additional Services will be mutually agreed in the applicable Order Form and paid in accordance with

Section 8 below. Cyberbit will assign an adequate number of individuals who have the appropriate skill sets to fulfill such Additional Services.

8. FEES AND PAYMENT

8.1 Fees. Customer shall pay Cyberbit all fees set forth in the applicable Order Form (**"Fees"**). Unless otherwise stated, Fees are invoiced annually in advance and due within thirty (30) days of invoice. All Fees shall be paid in full without setoff, recoupment, or deduction (other than tax withholding required by law). If Customer fails to pay Fees when due: (a) Cyberbit may charge interest at one and one-half percent (1.5%) per month (or, if lower, the maximum rate permitted by law); and (b) Customer shall reimburse Cyberbit for collection costs, including attorneys' fees. Order Form renewal term Fees are subject to Section 14.3 (Renewals) below.

8.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, value-added, excise, withholding, and other taxes, duties, fees, surcharges, and assessments of any kind imposed by any federal, state, local, or foreign governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Cyberbit's income. If Customer is required by applicable law to deduct or withhold any tax, the amount payable shall be increased so that, after making all required deductions and withholdings, Cyberbit receives the full amount it would have received absent such deductions or withholdings.

9. DATA PRIVACY AND SECURITY

9.1 Privacy Policy. Personal information collected by Cyberbit in connection with the Platform and the Services will be processed in accordance with the Privacy Policy.

9.2 Data Processing Addendum. To the extent that Cyberbit processes personal data on behalf of Customer in connection with the Services, the parties shall enter into Cyberbit's Data Processing Addendum (**"DPA"**), available at https://www.cyberbit.com/legal, which is incorporated by reference into this Agreement. In the event of a conflict between this Agreement and the DPA with respect to data processing matters, the DPA shall prevail.

9.3 Customer Security Responsibilities. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Platform; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Platform. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and shall notify Cyberbit promptly of any such unauthorized access or use of which it becomes aware.

10. CONFIDENTIALITY

10.1 General. Either Party may disclose to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the

receiving Party to perform its obligations hereunder; provided that such persons have been informed of the confidential nature of the Confidential Information prior to such disclosure and have an obligation to maintain the confidentiality thereof.

10.2 Exceptions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

10.3 Return or Destruction. On the expiration or termination of the Agreement, or otherwise upon the request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

10.4 Standard of Care; Survival. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Each Party shall take commercially reasonable precautions, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction, use or distribution of the Confidential Information.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Cyberbit IP. All right, title, and interest in and to the Cyberbit IP, including all Intellectual Property Rights therein, are and will remain with Cyberbit and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products. Customer has no right, license, or authorization with respect to any of the Cyberbit IP except as expressly set forth in Section 3, subject to Section 4. All other rights in and to the Cyberbit IP are expressly reserved by Cyberbit.

11.2 Customer Data. Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 11.3. Customer grants Cyberbit a limited, non-exclusive, revocable license to use the Customer Data for the limited purpose of providing the Platform, including providing any services described in this Agreement.

11.3 Aggregated and Anonymized Data. Notwithstanding anything to the contrary in this Agreement, Cyberbit shall have the unrestricted, perpetual, irrevocable, worldwide, royalty-free right to collect, compile, aggregate, anonymize, de-identify, and otherwise process Customer Data and other data generated through or in connection with the Platform to create aggregated, anonymized, or de-identified datasets that do not identify Customer or any individual ("**Aggregated Data**"). Cyberbit shall own all right, title, and interest in and to all Aggregated Data. Cyberbit may use Aggregated Data for any business purpose, including without limitation market analysis, benchmarking, artificial intelligence and machine learning model training, product development, and other analytics and business operations. For the avoidance of doubt, Aggregated Data constitutes Cyberbit IP, and Customer shall have no rights, claims, or interest in or to any Aggregated Data.

11.4 Feedback. If Customer or any of its Users sends any feedback or materials to Cyberbit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including without limitation, new features or functionality, or any other comments, questions, or suggestions ("**Feedback**"), Cyberbit shall own all such Feedback and is free to use such Feedback in its sole discretion. Customer (and Users) hereby assigns to Cyberbit all right, title, and interest in, and to the Feedback and customizations. Cyberbit is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback and/or customizations, for any purpose whatsoever, although Cyberbit is not required to use any Feedback and/or customizations.

11.5 Proprietary Notices. Customer shall not remove, delete, alter, or obscure any trademarks, warranties, disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Platform or Cyberbit IP, including any copy thereof.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties (or accepted by Customer in accordance with the preamble), this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

12.2 Provider Warranties. Cyberbit represents, warrants, and covenants to Customer that Cyberbit will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. As Customer's sole and exclusive remedy for Cyberbit's breach of the warranties set forth in this Section 12.2: (i) Cyberbit shall correct the non-conforming Platform or Services at no additional charge to Customer; or (ii) in the event Cyberbit is unable to correct such deficiencies after good-faith efforts, Cyberbit shall refund Customer on a pro-rata basis any pre-paid Fees that are attributable to the defective Platform or Services from the date Cyberbit received written notice of such breach. Customer must report deficiencies in writing to Cyberbit within thirty (30) days of their identification in order to receive any warranty remedies herein.

12.3 Customer Representations and Warranties. Customer represents, warrants, and covenants to Cyberbit that (i) it will comply with all applicable federal, state, local, and international regulations, including, but not limited to, those governing Customer Data; (ii) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data; (iii) if it is using the Platform on behalf of a business entity, it has the authority to bind such entity to this Agreement; (iv) its access to and use of the Platform complies with all applicable laws, rules, and regulations; (v) all information, including Customer Data, that it provides to Cyberbit or through the Platform is accurate, current, and complete; (vi) it will not use the Platform for any fraudulent, deceptive, or unlawful purpose; and (vii) its use of the Platform will not infringe, misappropriate, or otherwise violate the rights of any third party or violate any applicable law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 12.1 AND 12.2, ALL SERVICES, CYBERBIT IP, READINESS ASSESSMENTS, AI FEATURES, AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." CYBERBIT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, CYBERBIT MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM OR CYBERBIT IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY TOOLS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY TOOLS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY PRODUCTS.

BY UTILIZING PLATFORM FEATURES, INCLUDING LABS AND EXERCISES, CUSTOMER EXPRESSLY AUTHORIZES CYBERBIT TO ENABLE USERS TO CONDUCT VARIOUS SIMULATED CYBER SECURITY ATTACKS, CRISIS SIMULATIONS, AND OTHER CYBER SECURITY THREAT EXERCISES. CUSTOMER ACKNOWLEDGES THAT ACTIVITIES PERFORMED WITHIN THE SIMULATED LABS AND EXERCISES PROVIDED THROUGH THE PLATFORM ARE AUTHORIZED FOR PURPOSES OF 18 U.S.C. § 1030 (THE COMPUTER FRAUD AND ABUSE ACT) AND ANY EQUIVALENT STATE OR FOREIGN LAWS, AND DO NOT CONSTITUTE UNAUTHORIZED ACCESS TO ANY COMPUTER SYSTEM.

12.5 No Guarantee of Results. CUSTOMER ACKNOWLEDGES THAT THE PLATFORM PROVIDES SIMULATED CYBERSECURITY TRAINING ENVIRONMENTS AND DOES NOT GUARANTEE THAT CUSTOMER OR ITS USERS WILL ACHIEVE ANY PARTICULAR LEVEL OF CYBERSECURITY READINESS, SKILL, OR PREPAREDNESS. USE OF THE PLATFORM DOES NOT GUARANTEE THAT CUSTOMER WILL BE ABLE TO PREVENT, DETECT, OR RESPOND TO ACTUAL CYBERSECURITY THREATS OR INCIDENTS. THE PLATFORM PROVIDES SIMULATED ENVIRONMENTS AND NOT REAL-WORLD SCENARIOS, AND NO RELIANCE SHALL BE PLACED ON THE SIMULATED ENVIRONMENTS AS REPRESENTATIVE OF ACTUAL CYBERSECURITY CONDITION. CUSTOMER SHOULD NOT RELY ON READINESS ASSESSMENTS, TRAINING RECOMMENDATIONS, OR AI FEATURE OUTPUTS AS A SUBSTITUTE FOR INDEPENDENT PROFESSIONAL JUDGMENT, SECURITY ASSESSMENT, OR QUALIFIED CYBERSECURITY ADVISORY SERVICES. CYBERBIT DOES NOT GUARANTEE THAT CUSTOMER OR ANY USER WILL ACQUIRE EMPLOYMENT, ACHIEVE HIGHER WAGES, OR OBTAIN MARKETABLE SKILLS THROUGH USE OF THE PLATFORM OR RECEIPT OF ANY CERTIFICATION, BADGE, OR CREDENTIAL ISSUED IN CONNECTION WITH THE PLATFORM.

12.6 ARTIFICIAL INTELLIGENCE DISCLOSURE. The Platform may include AI Features. BY USING THE PLATFORM, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY BE INTERACTING WITH ARTIFICIAL INTELLIGENCE SYSTEMS, INCLUDING CHATBOTS AND AUTOMATED RESPONSE SYSTEMS, AND NOT WITH HUMAN REPRESENTATIVES. Customer's interactions with any AI Features (including questions, responses, timestamps, and usage data) may be stored and used to: (a) deliver and improve AI responses; (b) identify content gaps and inform future educational materials; (c) analyze aggregate trends; and (d) train and improve our internal AI systems. Cyberbit utilizes third-party AI service providers (such as model and API providers) to power certain AI Features. Customer's inputs and queries may be transmitted to these providers in connection with the delivery the Platform. Cyberbit works with providers that meet reasonable data protection standards. AI Features are provided for informational purposes only and may contain errors, inaccuracies, or omissions. Customer should independently verify any information obtained through AI Features before relying on it.

13. INDEMNIFICATION

13.1 Cyberbit Indemnification. Cyberbit shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**")

incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Customer's use of the Platform, Documentation, and/or Cyberbit IP in accordance with this Agreement, infringes or misappropriates such third party's U.S. patents, copyrights, or trade secrets. If such a Third-Party Claim is made or appears possible, Cyberbit, at its sole discretion, may (a) modify or replace the Platform, Documentation, and/or Cyberbit IP, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue using the Platform, Documentation, and/or Cyberbit IP on a non-infringing basis. If Cyberbit determines that neither alternative is feasible, Cyberbit may terminate this Agreement, in its entirety or with respect to the affected Platform, Documentation, and/or Cyberbit IP effective immediately on written notice to Customer and Cyberbit shall refund Customer on a pro rata basis any pre-paid Fees that are attributable to the affected Platform, Documentation, and/or Cyberbit IP from the date of such notice.

13.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Cyberbit from and against any and all Losses incurred by Cyberbit resulting from a Third-Party Claim related to or in connection with (i) Customer Data, including claims that the Customer Data infringes or misappropriates such third party's Intellectual Property Rights or violates any applicable law, rule or regulation or any information that Customer uploads; (ii) Customer's or any User's (A) negligence or willful misconduct; (B) use of the Platform in a manner not authorized by this Agreement; (C) use of the Platform in combination with data, software, hardware, equipment, or technology not provided or authorized by Cyberbit; (iii) Customer's breach of this Agreement; (iv) Customer Systems and any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User to Cyberbit; (v) Customer's use of AI Features or any decisions, actions, or omissions based on or related to AI Features; (vi) Customer's or any User's violation of Section 4 (Use Restrictions), the AUP, or any applicable law; or (vii) any information that Customer uploads to the Platform (including from the internet) or that any third party introduces to the Platform.

13.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Third-Party Claim for which such party believes it is entitled to be indemnified pursuant to Section 13.1 or 13.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Third-Party Claim and may employ counsel of its choice to handle and defend such claim, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 13.3 will not relieve the Indemnitor of its obligations under this Section 13, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed).

13.4 Sole Remedy. THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CYBERBIT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM AND CYBERBIT IP OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

14. TERM AND TERMINATION

14.1 Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, shall remain in effect for so long as there is at least one active Order Form (the "**Term**").

14.2 Termination. In addition to any other express termination rights set forth in this Agreement:

14.2.1. Cyberbit may terminate this Agreement, effective on written notice to Customer, if Customer: (a) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Cyberbit's delivery of written notice thereof; or (b) breaches any of its obligations under Section 4 (Use Restrictions), Section 4.4 (Acceptable Use Policy), or Section 11 (Intellectual Property Rights);

14.2.2. Without prejudice to the rights under Section 14.2.1 immediately above, either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure, yet remains uncured thirty (30) days after the non-breaching Party first provides the breaching Party with written notice of such breach, provided that where Cyberbit is the breaching Party, Customer's right to termination extends only to the Platform or Service(s) directly impacted by Cyberbit's breach; or

14.2.3. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3. Renewal. Unless otherwise stated in the applicable Order Form, each Order Form will automatically renew for successive terms equal in duration to the initial Subscription Term, unless either Party provides the other with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Upon each renewal, the Fees applicable to the renewal term shall be the Fees from the immediately preceding term, increased by the lesser of: (a) the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), All Items, over the twelve (12) month period ending ninety (90) days before the renewal date, plus two percent (2%); or (b) seven percent (7%). If the CPI-U index is unavailable or discontinued, the Parties shall use a mutually agreed substitute index of comparable scope. Cyberbit will provide Customer with advance notice of upcoming renewals to the billing contact last provided to Cyberbit or to administrative Users of the Platform via email, and such delivery shall constitute effective notice for purposes of this Section. Customer is solely responsible for ensuring that its billing contact information remains current and accurate. If Customer fails to provide timely notice of non-renewal, the Order Form will renew and Customer will be obligated to pay the applicable Fees for the renewal term.

14.4. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement: (a) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate; (b) Customer shall immediately discontinue use of the Platform, Services, and Documentation; (c) Cyberbit will disable all Customer and User access to the Platform; (d) without limiting Customer's obligations under Section 10 (Confidentiality), Customer shall delete, destroy, or return all copies of the Cyberbit IP and certify in writing to Cyberbit that the Cyberbit IP has been deleted or destroyed; and (e) no expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

14.5. Survival. Sections 1, 4, 6, 8, 9, 10, 11, 12.3, 12.4, 12.5, 12.6, 13, 14.4, 14.5, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or termination of this Agreement.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT WILL CYBERBIT (OR ITS DIRECTORS, EMPLOYEES, SHAREHOLDERS, OFFICERS, OR AGENTS) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; LOSS OF GOODWILL OR REPUTATION; USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; FAILURE TO BE ABLE TO USE THE SYSTEM, OR COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CYBERBIT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

15.2 IN NO EVENT WILL CYBERBIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO CYBERBIT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. GENERAL PROVISIONS

16.1. Entire Agreement; Order of Precedence. This Agreement, together with any documents incorporated herein by reference and all related Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in any Order Forms, the body of this Agreement, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, the Order Forms; (b) second, the body of this Agreement; (c) third, any other documents incorporated herein by reference.

16.2. Notices. All notices, requests, and other communications under this Agreement ("**Notice**") must be in writing and addressed to the Parties at the addresses in the applicable Order Form. Notice is effective upon receipt by the receiving Party.

16.3. Force Majeure. In no event shall Cyberbit be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Cyberbit's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemic, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, internet or telecommunications failures, passage of law or any action taken by a governmental or public authority, including imposing an embargo.

16.4. Amendment and Modification. Cyberbit may modify this Agreement from time to time by posting the updated terms at its Website. Non-material changes, such as updates to notice addresses, support hours, or the AUP, are effective immediately upon posting without notice. For material changes, such as changes to arbitration provisions, limitation of liability, or indemnification obligations, Cyberbit will provide Customer with at least thirty (30) days' prior notice (via email, in-platform notification, or posting at the Website). Customer's continued use of the Platform after the effective date of any modification constitutes acceptance of the modified terms. If Customer does not agree to the modified terms, the terms in effect prior to the modification will continue to apply to Customer until the end of the then-current Subscription Term under the applicable Order Form, unless otherwise agreed by the Parties.

16.5. Waiver. No waiver of any provision will be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right will operate as a waiver, and no single or partial exercise of any right will preclude further exercise thereof.

16.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.7. Governing Law; Submission to Jurisdiction. The governing law and jurisdiction for this Agreement are determined by the Cyberbit entity identified in the applicable Order Form, as follows:

(a) Except as set forth in Section 16.8 below, if Customer has contracted with Cyberbit, Inc. or RangeForce Inc., this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision. All disputes shall be resolved exclusively in the state or federal courts located in the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

(b) If Customer has contracted with Cyberbit Ltd., this Agreement is governed by and construed in accordance with the laws of the State of Israel, without giving effect to any choice or conflict of law provision. All disputes shall be resolved exclusively in the competent courts in Tel Aviv, Israel, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

(c) If Customer has contracted with RangeForce OÜ, this Agreement is governed by and construed in accordance with the laws of Estonia, without giving effect to any choice or conflict of law provision. All disputes shall be resolved exclusively in the competent courts of Estonia, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

IN ALL CASES, ANY CAUSE OF ACTION OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE PLATFORM, SERVICES OR DOCUMENTATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16.8. Arbitration. With respect to Cyberbit, Inc. or RangeForce Inc., and except for claims of infringement or misappropriation of patent, copyright, trademark, or trade secret, disputes between Customer and Cyberbit arising under or related to this Agreement must be resolved through binding arbitration as described in this Section 16.8. This agreement to arbitrate is intended to be interpreted broadly and includes all claims and disputes relating to Customer's use of any aspect of the Platform, Services or Documentation. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in the State of Delaware. Customer waives any and all objections to the exercise of jurisdiction over it by such courts and to venue in such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, nor the Uniform Computer Information Transactions Act (UCITA), the application of which is expressly excluded.

16.9. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Cyberbit. Cyberbit may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement to an Affiliate or to a successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, upon written notice to Customer. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve Customer of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

16.10. Export Control. Customer acknowledges that the Services, and any use thereof, may be subject to applicable export control and trade laws and regulations, including those of the United States, the European Union, and the State of Israel ("**Export Control Laws**"). Customer will not use, convey, export, or re-export, either directly or indirectly, the Services (or any part thereof) to any destination restricted or prohibited by Export Control Laws without first obtaining all necessary licenses or approvals from the applicable governmental authorities. Customer represents and warrants that it is not (a) located in, under the control of, or a national or resident of any country subject to a U.S., EU, or Israeli government embargo or designated as a "terrorist supporting" country (including without limitation Cuba, North Korea, Iran, Syria, or Sudan); or (b) listed on any U.S., EU, or Israeli government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, the EU Consolidated List of Sanctions, or equivalent Israeli government lists. Customer shall not provide access to the Platform or Services to any User or person embargoed or sanctioned by the government of the United States, the European Union, or the State of Israel.

16.11. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 10 (Confidentiality) or, in the case of Customer, Section 4 (Use Restrictions), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise. Notwithstanding any other provision of this Agreement, Cyberbit shall always have the right, at its sole discretion, to seek injunctive or other equitable relief in the courts of the jurisdiction in which Customer is domiciled, without reference to the governing law or jurisdiction provisions of Section 16.7.

16.12. U.S. Government Rights. The Platform and Documentation are "commercial computer software" and "commercial computer software documentation" as those terms are defined in FAR 2.101 and FAR 12.212. Any use, modification, reproduction, release, performance, display, or disclosure of the Platform or Documentation by or on behalf of the U.S. Government shall be governed solely by the terms of this Agreement and shall not be subject to any terms, conditions, or provisions inconsistent herewith. The Platform and Documentation are licensed to U.S. Government end users (a) only as commercial items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. Consistent with DFARS 227.7202-1 through 227.7202-4, as applicable, use of the Platform and Documentation by or for the U.S. Government constitutes acknowledgment of Cyberbit's proprietary rights therein.

APPENDIX A

SERVICE LEVEL AGREEMENT

A.1. OVERVIEW AND APPLICABILITY

This Service Level Agreement ("**SLA**") is incorporated into and forms part of the Cyberbit Terms of Service available at https://www.cyberbit.com/legal/ (the "**Agreement**"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. This SLA applies only to Customers who have purchased a paid subscription under a signed Order Form and does not apply to Evaluation Access. In the event of any conflict between this SLA and the Agreement, the Agreement shall control except with respect to matters specifically addressed herein.

A.2. DEFINITIONS

"Excluded Downtime" means any period of unavailability caused by: (a) a force majeure event as described in Section 16.3 of the Agreement; (b) internet or telecommunications failures outside of the Platform infrastructure; (c) outages of third-party hosting providers, cloud infrastructure, or other third-party services beyond Cyberbit's reasonable control; (d) application of critical security patches; (e) Scheduled Downtime; (f) Customer's acts or omissions, including misconfiguration, unauthorized access, or use of the Platform in violation of the Agreement; or (g) any individual period of unavailability that lasts fewer than five (5) consecutive minutes.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, excluding Scheduled Downtime and Excluded Downtime, during which the Platform was accessible and not suffering from a Service Outage, divided by the total number of minutes in that calendar month, excluding Scheduled Downtime and Excluded Downtime, expressed as a percentage.

"Scheduled Downtime" means planned maintenance periods during non-core business hours, including a standing scheduled maintenance window of 12:00 AM to 2:00 AM Eastern Time each weekday. Cyberbit may schedule additional maintenance windows outside of core business hours upon at least two (2) business days' advance notice to Customer via the communication contacts designated in the applicable Order Form.

"Service Credit" means a credit against Fees payable by Customer under the applicable Order Form, as further described in Section A.7 of this SLA.

"Service Outage" means any event that renders the Platform's primary interface unavailable to Customer, other than Scheduled Downtime or Excluded Downtime, that persists for five (5) or more consecutive minutes and affects a significant number of requests or core functionality. A Service Outage is recognized as such only upon confirmation by Cyberbit following Customer's support ticket submittal in accordance with Section A.8.

A.3. UPTIME COMMITMENT

Cyberbit will use commercially reasonable efforts to make the Platform available with a Monthly Uptime Percentage of at least 99.5%, measured on a calendar month basis, excluding Scheduled Downtime and Excluded Downtime.

A.4. SCOPE

This SLA applies solely to the primary interface of the Platform accessible at Cyberbit's designated URLs (including cyber-range.com, cyberbitrange.com, portal.rangeforce.com, rangeforce.com, rangeforce.eu, and equivalent localized or customer-specific instances). It does not apply to: (a) Third-Party Products

accessible through the Platform; (b) Evaluation Access; (c) any features or functionality designated as beta or preview; or (d) scheduled Lab or Exercise infrastructure that may require independent provisioning.

A.5. MEASUREMENT

Downtime is measured from the time Customer reports a Service Outage via a support ticket in accordance with Section A.8 until the time Cyberbit confirms restoration of service. To filter transient fluctuations, a period of unavailability must persist for at least five (5) consecutive minutes before it qualifies as downtime for purposes of calculating the Monthly Uptime Percentage. Cyberbit's internal monitoring systems shall serve as the authoritative source for uptime calculations, subject to good-faith review of Customer-submitted documentation as part of any Service Credit request.

A.6. SUPPORT SERVICES AND RESPONSE TIMES

Platform Monitoring: Cyberbit monitors the Platform 24×7×365 for Severe priority incidents.

Email and Portal Support: Available during Cyberbit's standard regional business hours as published at https://www.cyberbit.com/legal (the "**Support Hours**"), as updated from time to time. High, Medium, and Low priority requests are handled during Support Hours only.

Response Time Commitments: Priority level definitions and response time commitments are as published in Cyberbit's Support Terms at https://www.cyberbit.com/legal, as updated from time to time. Customer shall submit support requests with the priority level it reasonably believes applies; however, Cyberbit reserves the right to reasonably reclassify priority levels. Cyberbit will use commercially reasonable efforts to resolve all requests promptly but does not guarantee a specific time to resolution. All support communications shall be in English.

A.7. SERVICE CREDITS

A.7.1 Credit Eligibility

If the Monthly Uptime Percentage for any calendar month falls below 99.5%, and Customer has submitted a valid Service Credit request in accordance with Section A.8, Customer shall be eligible to receive a Service Credit calculated as follows:

Monthly Uptime Percentage	Service Credit
99.0% to < 99.5%	5% of Monthly Fees for the affected month
95.0% to < 99.0%	7.5% of Monthly Fees for the affected month
Below 95.0%	10% of Monthly Fees for the affected month

"**Monthly Fees**" means one-twelfth (1/12) of the annual Fees paid by Customer under the applicable Order Form for the affected period.

A.7.2 Credit Cap

The aggregate Service Credits issued to Customer in any twelve (12) month period shall not exceed ten percent (10%) of the total annual Fees paid by Customer under the applicable Order Form for that period.

A.7.3 Credit Form

Service Credits shall be applied exclusively as an offset against Customer's next renewal invoice under the applicable Order Form. Service Credits have no cash value and will not be refunded or paid out under any circumstances, including upon termination or expiration of the Agreement. If Customer does not renew the applicable Order Form within twelve (12) months of the date a Service Credit is approved, such Service Credit shall automatically expire and no amount shall be owed by Cyberbit.

A.7.4 Sole Remedy

Service Credits constitute Customer's sole and exclusive remedy, and Cyberbit's sole and exclusive liability, for any failure by Cyberbit to meet the uptime commitment set forth in Section A.3. Nothing in this SLA limits Cyberbit's liability for its obligations under the Agreement that are unrelated to uptime.

A.8. SERVICE CREDIT REQUEST PROCESS

A.8.1 Outage Reporting

To be eligible for a Service Credit, Customer must report each Service Outage by submitting a support ticket through Cyberbit's support portal promptly upon becoming aware of the outage, and in no event later than five (5) calendar days after the occurrence of the outage. Outages not reported within this window are ineligible for Service Credits.

A.8.2 Credit Request Submission

Following the close of the affected calendar month, Customer must submit a written Service Credit request to Cyberbit at legal@cyberbit.com no later than thirty (30) calendar days after the end of the month in which the Service Outage occurred. Credit requests submitted after this deadline will not be honored. Each request must include:

a. The specific dates and times (including time zone) of each claimed Service Outage;
b. The support ticket number(s) submitted for each claimed outage in accordance with Section A.8.1;
c. A description of how the outage impacted Customer's use of the Platform; and
d. The Customer's calculation of the claimed Monthly Uptime Percentage and requested Service Credit amount.

A.8.3 Review and Approval

Cyberbit will review each submitted request in good faith and provide Customer with a written determination within thirty (30) calendar days of receipt. Cyberbit's determination of the Monthly Uptime Percentage, based on its internal monitoring systems and any documentation submitted by Customer, shall be final and binding absent manifest error. Approved Service Credits will be applied as described in Section A.7.3 within thirty (30) days of Cyberbit's written approval.

A.8.4 No Stacking

Service Credits may not be accumulated or applied across multiple Order Forms. Credits apply solely to the Order Form under which the Service Outage occurred.

A.9. CUSTOMER REQUIREMENTS

To qualify for and receive the benefit of this SLA, Customer must:

a. Report Service Outages promptly and in accordance with Section A.8.1;
b. Designate and maintain accurate contact information for support communications in the applicable Order Form;

c. Make a Customer representative reasonably available to assist with incident diagnosis and resolution; and

d. Comply with all requirements of the Agreement, including maintaining current payment of all Fees. Customers with past-due invoices are not eligible to receive Service Credits until all outstanding amounts are paid.

A.10. DISASTER RECOVERY

Recovery Time Objective (RTO): Cyberbit targets restoration of full Platform functionality within four (4) hours following a critical service disruption or outage that impacts Customer access to core features, excluding Scheduled Downtime and Excluded Downtime. This RTO represents a target and not a guarantee; failure to meet the RTO does not independently entitle Customer to a Service Credit beyond what is provided under Section A.7.