RANGEFORCE ONLINE TERMS AND CONDITIONS

Last modified on May 17, 2023. Effective as of June 1, 2023.

The Rangeforce.com website, including its subpages ("Website"), and the Software accessible from or made available through the Website are run by RangeForce Inc. ("RangeForce"), a Delaware corporation with its principal office located at 440 Monticello Avenue Suite 1802, PMB 44296, Norfolk, VA (hereafter referred to as "RangeForce", "us", "we").

RangeForce provides a service helping IT administrators and developers to learn cyber defense by training with threats in a cloud based cyber simulator ("Software"). The Software is divided into various missions, wherein the participant must complete practical tasks, in order to learn how cyber-attacks operate and how to react in case a certain cyber-attack occurs. The tasks are complemented by the relevant educational material and an ancillary artificial intelligence tool. The Software may include access to certain documentation and/or other materials specifically describing the features and specifications of the Software ("Documentation"). You understand that the Software (including any Documentation) is provided solely for educational purposes and may not be used for any other activity or purpose.

By accessing or using any part of the Website or Software you acknowledge that you have read, understood, and agree to be bound by these terms ("Terms").

If you have any questions, please contact us at info@rangeforce.com.

You must carefully read these Terms which set forth the terms and conditions by which you may access and use the Website and Software, including any content, materials, tools, features and functionality offered thereon, whether provided in whole or in part by RangeForce. These Terms form a legally binding agreement between you, as a user of the Website and/or Software, and us.

ACCEPTING THE TERMS

If you are using our Software on behalf of a business or entity, whether in whole or in part, then you agree, represent and warrant that (a) you are duly authorized by such business or entity to agree on its behalf and bind such business or entity to these Terms; and (b) your business or entity is legally responsible for your use of our Software as well as for the use of your account by other individuals, including without limitation, any employees, contractors or other persons. In such case, "you" and "your" means you and the business or entity that you represent when using the Software on their behalf.

By accepting these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Website and any Software. By accessing or using our Website or Software, you confirm that you can form a binding contract with RangeForce, that you accept these Terms and that you agree to comply with them. If you do not agree with or accept these Terms, you must not access or use the Website or Software. You will be deemed to accept the Terms and agree to be bound by the terms hereunder if you access or use the Website and/or Software.

REGISTERING THE USER ACCOUNT

To use the Software, you must register an account by following the registration process as described on the Website and purchase a subscription plan in accordance with the "Payment of Fees" section below. Upon completion of the registration, you may gain access to your RangeForce account. By registering an account on the Website, you also agree to be bound by and full comply with the Acceptable Use Policy available at: https://www.rangeforce.com/aup (the "AUP").

After registering an account, RangeForce reserves the right to review your application before granting you access to the Software. If RangeForce suspects that the information you have provided is incorrect or that you might use the Software in violation of these Terms, then in its sole discretion, RangeForce may prohibit your access to any Software.

You are entirely responsible for any and all activities that occur under your account. RangeForce is not liable for any harm caused by or related to the theft, misappropriation, disclosure or unauthorized use of your account. You must contact RangeForce immediately if you become aware of or you believe there is or may have been any unauthorized use of your account or if you otherwise wish to deactivate your account.

YOUR RESTRICTIONS AND OBLIGATIONS

When using the Website and/or the Software, you must not use the Website or Software for any purposes beyond the scope of the access granted explicitly in these Terms. Nor will you at any time, directly or indirectly, and shall not permit anyone else to: (a) copy, modify, or create derivative works of the Website or Software, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website or Software, in whole or in part; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, in whole or in part; (d) remove any proprietary notices from the Software (including any Documentation); or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any law.

Notwithstanding anything to the contrary in these Terms, RangeForce may temporarily suspend your access to any portion or all of the Website and/or Software if: (a) RangeForce reasonably determines that (i) your use of the Website or Software poses a legitimate risk to RangeForce or to any other customer, vendor or contractor of RangeForce; or (ii) if you are using the Website or Software in any manner prohibited by applicable law or in violation of any of the restrictions set out in these Terms (including under the AUP); or (b) any vendor or contractor of RangeForce has suspended or terminated RangeForce's access to or use of any Third-Party Products required to enable access to the Website or Software (any such suspension, a "Service Suspension"). RangeForce shall use commercially reasonable efforts to provide written notice of any Service Suspension and to provide updates regarding resumption of access to the Website or Software. RangeForce shall use commercially reasonable efforts to resume providing access to the Website and Software as soon as reasonably possible after the events or conditions giving rise to the Service Suspension are resolved. RangeForce will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a Service Suspension.

INTELLECTUAL PROPERTY OF RANGEFORCE

All copyrights and any other intellectual property rights in relation to Website and/or Software shall remain the sole and exclusive property of RangeForce and you shall have no claim to it insofar as not stated differently herein. Use of the Website and/or Software does not give you ownership of any intellectual property rights in the Website or the Software or any of the content you may access.

RangeForce grants you a personal, non-exclusive, time limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Website and our Software solely for your legitimate personal business purposes, subject to your compliance with the Terms. All rights not expressly granted in the Terms are reserved. You may use the content on the Website and the Software only for your personal use in connection with the Software.

RangeForce, the RangeForce logo, and other RangeForce trademarks, service marks, graphics, and logos used in connection with the Website are trademarks or registered trademarks of RangeForce in the U.S. and other countries. Other trademarks, service marks, graphics, and logos used in connection with the Website may be the trademarks of their respective owners. You are granted no right or license with respect to any of the foregoing trademarks and any use of such trademarks.

If you send or transmit any communications or materials to RangeForce by mail, email, telephone, or otherwise, suggesting or recommending changes to the Website or Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, feedback or the like ("Feedback"), RangeForce is free to use such Feedback for any lawful purpose. You hereby assign to RangeForce all right, title and interest in, and RangeForce is free to use, without any attribution or compensation to any person or entity, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although RangeForce is not required to use any Feedback.

RangeForce acknowledges that, as between RangeForce and you, you own all right, title and interest, including all intellectual property rights, in and to any Customer Data. RangeForce may use the Customer Data solely to provide and improve the Website and Software and/or as otherwise permitted under these Terms or your instructions. "Customer Data" means, other than Aggregated Statistics (as defined below), any information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of you through the use of the Website or Software.

TECHNICAL AND CUSTOMER SUPPORT

On the Website you will find contact information for the purpose of providing you with technical and customer support for one (1) year following the commencement of the access rights to the Software. We do not guarantee any level of technical support for technical issues not within our direct control. We also do not guarantee that the technical and/or customer support will be available at all times.

RangeForce may at all times and without prior notice, make functional, procedural or technical changes or improvements to the Website or the Software. RangeForce is under no circumstances obliged to adjust or add any specific functionality to the Website or Software.

You are solely responsible for, and shall pay all costs and expenses for: (a) all communications, hardware and software needed to use the Website or Software; (b) access to appropriate Internet

connections to ensure effective access to and use of the Website or Software; (c) ensuring the compatibility of your network, systems, products and applications for use in connection with the Website or Software; and (d) determining the suitability of those items for such purposes. You further agree to: (u) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by RangeForce; (w) agree to provide any consents necessary under these Terms to allow RangeForce to provide the Software; (x) use commercially reasonable efforts to prevent unauthorized access to or use of the Software; (y) notify RangeForce promptly of any such unauthorized access or use of which it learns; and (z) cooperate reasonably in all respects, including with respect to implementation, access, support, and maintenance of the Software.

YOUR PRIVACY AND COLLECTION OF DATA

RangeForce acts in accordance with all applicable data protection regulations and will do its best to keep safe any information you have provided. Our policies regarding the collection, use and disclosure of personal information can be accessed in our Privacy Policy available at: https://www.rangeforce.com/privacy-policy. Using the Website or Software and providing any content will not deem you to be a maker of any database provided on the Website or through the Software in the meaning of EU Database Directive 96/9/EC.

You understand and agree that: (a) RangeForce may remove or demand removal of any and all data or other information that is provided, transmitted, maintained or stored through the Website or Software in order to ensure on-going compliance with any applicable use policies implemented by RangeForce, and/or to address inappropriate, unlawful, offensive or obscene material; (b) RangeForce may use all data, in whole or in part for purposes of providing the Website and/or Software and for research, analysis, development, enhancement and improvement of the Website and/or Software; (c) RangeForce may access your account for troubleshooting and related service purposes and to confirm your compliance with this EULA; (d) RangeForce may disclose any data as may be required by law, court order or similar process; and (e) may share or use de-identified or aggregate data for any purpose.

Notwithstanding anything to the contrary these Terms, RangeForce may monitor your use of the Website and/or Software and compile Aggregated Statistics relating thereto. As between RangeForce and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, may be retained by and shall belong solely to RangeForce. You acknowledge that RangeForce may compile Aggregated Statistics based on information, data or content that you may input, post, submit or transmit using the Website or Software. You agree that RangeForce may use Aggregated Statistics for any purpose, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules, provided that such Aggregated Statistics do not personally identify you. "**Aggregated Statistics**" means data and information related to or derived from your use of the Software from which personal identities have been removed.

THIRD-PARTY PRODUCTS; SUPPORTING TOOLS

The Website and/or the Software may include materials from third-parties or links to third-party websites ("Third-Party Products") as a convenience to you. You agree that RangeForce is not responsible for examining or evaluating the content or accuracy of such Third-Party Products and RangeForce does not warrant and will not have liability or responsibility for any Third-Party Products, or for any other materials, products, or software of third-parties. You agree that you will not use any Third-Party Products in a manner that would infringe or violate the rights of any other party and that RangeForce is not in any way responsible for any such use by you. Third-Party Products may be subject to their own terms and conditions, and in such cases, if you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install or use such Third-Party Products.

In the course of providing the Software, RangeForce may provide certain educational information regarding cyber-attack and defense procedures and ancillary artificial intelligence tool to facilitate your learning process ("Supporting Tools"). RangeForce does not guarantee the accuracy and makes no warranties about the Supporting Tools. The Supporting Tools are for informational purposes only. You accept all risks regarding the inaccuracy or incompleteness of the Supporting Tools. Notwithstanding any other provision herein, the Supporting Tools are provided only through the Website and Software and you may not download, copy, distribute, or create derivative works of the Supporting Tools.

CERTIFICATION

Included as part of the "Software," RangeForce may provide you with testing software for the purpose of certifying your skills obtained as a result of using the Software. We do not guarantee you will be able to acquire employment, acquire higher wages, or learn marketable skills through such certification.

PAYMENT OF FEES

To use the Software, you must have a subscription plan in place. RangeForce provides different subscription plans depending on the scope of Software you want to access and whether you are registering as a student, employee, company or educational facility. You may opt to upgrade or downgrade to any other plan level that RangeForce offers at any time during the period of your plan; provided that a downgrade will be not be effective until the next renewal date.

It is also possible to conclude a customized subscription plan depending on your specific needs. In such case please contact us at info@rangeforce.com.

If you pay a subscription fee, you will be charged monthly or yearly in advance (depending on your subscription plan) until the cancellation of your subscription plan. Fees will be billed to the credit card or other payment account you provide in accordance with the billing terms in effect at the time a fee or charge is due and payable.

Payments for all charges are payable upon registration or the relevant monthly, or yearly, or renewal payment date. You can pay subscription fees via credit card or bank transfer. **You acknowledge and agree that RangeForce will automatically charge your credit card or other payment account on record with RangeForce in connection with your use of the Website and/or Software.** You represent

and warrant to RangeForce that all of your payment information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. If payment is not received or cannot be charged to your credit card or other payment account for any reason in advance, RangeForce reserves the right to either suspend or terminate your access to the Website and/or Software and terminate this Agreement. All fees are non-refundable, except as expressly stated otherwise in this Agreement.

If you change your subscription plan and the subscription fee reduces, the changes will take effect on the renewal date following the notification. If, as a result of changing the subscription plan, the subscription fee increases, the change will take effect from the date of notification.

CANCELLING YOUR SUBSCRIPTION PLAN

You may cancel your subscription plan at any time by emailing customersuccess@rangeforce.com. Cancellation will take effect from the next monthly, yearly, or renewal payment date and you will not be entitled to a refund for the subscription fees already paid. The term of your subscription plan shall automatically renew for successive terms equal in duration to the initial term at our then-current fees unless you cancel your subscription thirty (30) days in advance of the renewal date.

RangeForce may suspend or end your subscription plan and access to your account and/or the Software at any time. For example, we may suspend or terminate your use of the Software if you're not complying with the Terms, or using the Software in a manner that may cause us legal liability, disrupt the Software, disrupt others' use of the Service or, in our sole opinion, reason, may cause harm to RangeForce or any third party. RangeForce will attempt to give you five (5) days prior notice (or two (2) days in the case of nonpayment) of any suspension or termination and shall refund you the subscription fee for the unused period. However, no prior notice is necessary and you shall not have the right to any refund if RangeForce cancels your subscription plan and access to your account and/or the Software due to your breach of these Terms, or if the term of your subscription plan has expired.

All provisions of the Terms, which by their nature should survive, will survive cancellation or termination of the Software.

LIMITATION OF LIABILITY

OUR SOFTWARE, WEBSITE, EDUCATIONAL MATERIALS, SUPPORTING TOOLS AND INFORMATION ARE PROVIDED ON AN "AS IS" BASIS AND, OTHER THAN EXPRESSLY SET OUT IN THE TERMS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ALTHOUGH WE ARE STRIVING TO PROVIDE YOU AS QUALITY SOFTWARE AS POSSIBLE, WE DO NOT WARRANT THAT OUR WEBSITE OR SOFTWARE WILL BE SECURE, TIMELY, ERROR-FREE, WITHOUT BUGS OR MISTAKES AND/OR WILL BE UNINTERRUPTED, NOR DO WE WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT AFTER USING OUR SOFTWARE YOU WILL HAVE SUFFICIENT SKILLS AND KNOWLEDGE TO AVERT CYBER ATTACKS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RANGEFORCE OR ITS DIRECTORS, EMPLOYEES, PARTNERS AND AGENTS, ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN

CONNECTION WITH YOUR USE OF WEBSITE AND/OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF RANGEFORCE AND ITS AFFILIATES, AND OUR EMPLOYEES, CONTRACTORS, SUPPLIERS, PARTNERS, AGENTS, OFFICERS AND DIRECTORS UNDER THE TERMS AND/OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR SOFTWARE WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF SUBSCRIPTION OR RENEWAL FEES YOU HAVE PAID FOR THE SOFTWARE IN THE SIX (6) MONTH PERIOD PRECEDING THE TIME OF THE CLAIM, OR (II) FIVE THOUSAND DOLLARS (US$5,000.00).

We assume no liability for non-operability or impaired accessibility to Website or Software due to, but without limitation to, technical difficulties or dependence on the Software of the third parties.

You are solely responsible for creating backup copies of any of your content that you submit to RangeForce.

Some states/jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so in such jurisdictions the above limitations or exclusions may not apply. In such cases, our liability and that of its affiliates, suppliers and partners will be limited to the greatest extent permitted by law.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless RangeForce and its affiliates, and our employees, contractors, suppliers, partners, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of your access to and/or use of the Website and/or the Software.

GOVERNING LAW

The Terms and your use of the Website and/or Software will be interpreted, governed and construed by the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia, unless otherwise agreed in a separate written agreement with RangeForce or as required by a mandatory law of a competent jurisdiction.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS, YOUR USE OF THE WEBSITE, AND/OR USE OF THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED AND WAIVED FOREVER THEREAFTER. Except for claims of infringement or misappropriation of patent, copyright, trademark, or trade secret, any and all disputes arising under or related in any way to the Terms, your use of the Website, and/or Software, must be resolved through binding arbitration. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any aspect of the Website or Software. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association and the Supplementary Procedures for Consumer Related Disputes (“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 Commonwealth of Virginia. You waive any and all objections to the exercise of

jurisdiction over you by such courts and to venue in such courts.

You agree to comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Software, RangeForce intellectual property or any customer data outside the United States.

You acknowledge and agree that a breach or threatened breach of any of your obligations under these Terms would cause RangeForce irreparable harm for which monetary damages would not be an adequate remedy and agree that, in the event of such breach or threatened breach, RangeForce 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.

The Software are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being 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 herein.

THIRD PARTY BENEFICIARIES

The Terms create no third-party beneficiary rights. The Terms shall inure to the benefit of RangeForce and its respective legal representatives, successors, and assigns.

WAIVER, SEVERABILITY & ASSIGNMENT

RangeForce's failure to enforce a provision is not a waiver of its right to do so later. You may not assign any of your rights under the Terms, and any such attempt will be void. RangeForce may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Website or Software. If any provision of the Terms are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of the Terms will remain in full force and effect.

CHANGES TO THE TERMS

RangeForce may revise the Terms from time to time to reflect changes to our Website or Software, applicable laws, regulations or standards or other changes that may occur in our business. We shall post the revised Terms on the same webpage where we published this version of the Terms. We may also use the Website, Software, e-mail or other means for notifying you of such changes. The revised Terms will be effective when posted as described unless the document itself specifies a later time for its entry into force.

INFRINGEMENT

RangeForce respects the intellectual property of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in a way that constitutes infringement, please provide our designated agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the rights owner;
2. a description of the content you claim is being infringed;
3. a description or link to the location of the material claim is infringing;
4. your physical address, telephone number and e-mail address;
5. a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law;
6. a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

Contact information for RangeForce's designated agent for notice of claims of infringement is provided in the "Notices" section below. RangeForce may also take any appropriate action in the event it receives a proper counter-notice under the law.

NOTICES

For any questions or notices relating to the Terms, you may contact RangeForce at:

RangeForce Inc.
Address: 440 Monticello Ave, suite 1802
Norfolk, Virginia 23510-2670
E-mail: info@rangeforce.com

CALIFORNIA CONSUMER RIGHTS NOTICE.

Under California Civil Code Section 1789.3, California users of the Software receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Software of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at https://www.dca.ca.gov/about_us/contactus.shtml.