

MASTER SOLUTION AGREEMENT

BY ACCEPTING THIS MASTER SOLUTION AGREEMENT (THE "AGREEMENT") "YOU" OR "CUSTOMER" AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE APPLICABLE ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOLUTION.

This Agreement governs your use of the Solution provided by BanyanOps, Inc. ("Banyan") as described in an order form executed by the parties that references this Agreement ("Order Form"). This Agreement governs all Order Forms; any conflicting or additional terms, conditions, or obligations are of no force or effect unless agreed to in a writing signed by the parties. Capitalized terms shall have the meaning defined herein and in the Exhibits hereto.

In consideration of the premises and the covenants set forth in this Agreement, the parties hereby agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means any legal entity that is controlled by, in control of or under common control with the relevant party, where "control" means the right to cast fifty percent (50%) or more of the votes that may be cast by virtue of ownership of stock, shares, or units of ownership or other ownership interests of the relevant entity, the right to select or elect a majority of the members of the board of directors or similar management body and/or to direct the normal operation of the entity pursuant to an agreement or contract.

1.2 "Banyan Agent(s)" are the enforcement component of the Solution and are either host agents deployed on hosts (NetAgents) or autoscaling gateways deployed via orchestration templates (AccessTier) or cluster coordinator agents deployed per cluster (Shield).

1.3 "Banyan App(s)" are the client component of the Solution and are installed on Devices in order to enable secure registration, authentication and security posture validation.

1.4 "Banyan Command Center" is the management component of the Solution that can be hosted by Banyan (as a software-as-a-Service offering) or be deployed in your cloud (as an on-premise solution) and the specific model will be identified on the Order Form.

1.5 "Confidential Information" means any and all non-public, confidential and proprietary information, furnished by one party to this Agreement (the "Disclosing Party") to the other party to this Agreement (the "Receiving Party") and relate to such Disclosing Party's business or technology. Without limiting the generality of the foregoing, Confidential Information may include, without limitation, that which relates to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans, and financial information. Any Confidential Information disclosed in a written or other tangible form shall be clearly marked as "confidential," "proprietary," or words of similar import. Any Confidential Information disclosed orally shall, to the extent practicable, be identified as confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement, the Solution, the Documentation and all know-how, techniques, ideas, principles and concepts which underlie any element of the Solution or the Documentation and which may be apparent by use, testing or examination.

1.6 "Customer Data" means the information pertaining to Customer's network as collected by the Agents and processed by the Command Center (when the Command Center is provisioned as a software as a service offering by Banyan).

1.7 "Device" means any kind of electronic appliance capable of connecting to a network and processing data, including without limitation personal computers, mobile phones and tablet computers.

1.8 "Documentation" means the generally commercially available product documentation applicable to the Solution and delivered by Banyan to Customer hereunder.

1.9 "End User" means an individual that owns or operates a Device.

1.10 "Error" means an incident that investigation reveals is caused by the Solution's failure to perform materially in accordance with the specifications set forth in the Documentation for such Solution. An incident will not be classified as an Error if (a) the relevant Solution is not used for its intended purpose; (b) the incident is caused by Customer's or a third party's software or equipment (except to the extent Banyan has incorporated or packaged such third party's software or equipment in or with the Solution); or (c) the version of the Solution on which the Error has purportedly occurred is not the most current version of such Solution made available to Customer under this Agreement.

1.11 "Host" means a single server (either physical or virtual) that is owned, operated or controlled by Customer.

1.12 "Intellectual Property Right" means any of the following: (i) patents and applications for patents throughout the world, including all patent applications in preparation for filing anywhere in the world, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing; (ii) common law and statutory trade secrets and all other confidential or proprietary information that has independent value, and all know-how; (iii) all copyrights, whether arising under statutory or common law, registered or unregistered, now or hereafter in force throughout the world; (iv) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and records thereof and all applications in connection therewith, whether pending or in preparation for filing, all of the goodwill of the business connected with the use of the foregoing; (v) moral rights in those jurisdictions within where such rights are recognized, (vi) all other intellectual property protections recognized within any of the jurisdictions, and (vii) all proceeds of, and rights associated with, the foregoing (as appropriate to such rights), including the right to sue third parties (iv), and all rights corresponding thereto throughout the world. For the avoidance of doubt, Customer Data is the Confidential Information of Customer.

1.13 "Hosted Service" means a software component deployed by the Customer on one or more Hosts that listens on a network address. A Hosted Service can be registered with, and secured by, the Solution.

1.14 "Permitted Capacity" means the number of Devices, End Users, Agents, Hosts, Networked Services or other metrics as set forth in the Order Form.

1.15 "SaaS Application" means web-based software deployed on external servers rather than on Hosts. A SaaS Application can be registered with, and secured by, the Solution.

1.16 "Solution" means the Banyan proprietary Zero Trust Platform product offering as described in an Order Form. The Solution includes the Banyan Agents, Banyan Apps and Banyan Command Center and any updates and upgrades thereto (but excludes products for which Banyan generally charges a separate fee).

1.17 "Subscription Fees" means the agreed upon fees specified in an Order Form.

1.18 "Subscription Term" means the period of time specified in the Order Form.

1.19 "Support" means the maintenance and support services provided by Banyan for the Solution.

1.20 "Order Form" means an order form that references this Agreement and outlines the commercial terms relating to the provision of the Solution to Customer.

1.21 "Representatives" means, as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of Section 11.

2. LICENSE GRANT.

2.1 License to Solution and Documentation. Subject to the terms and conditions of this Agreement, including but not limited to receipt of all applicable fees by Banyan, Banyan hereby grants to Customer, and Customer hereby accepts from Banyan, a limited, non-exclusive, non-transferable, non-assignable and non-sublicenseable license, during the Subscription Term, to use the Solution as follows: (i) deploy the Banyan App on the number of Devices specified in the Order Form, (ii) deploy the Banyan Agents within a network infrastructure that is owned or managed by Customer in order to to manage access to Hosted Services within such infrastructure, and (iii) use the Command Center to configure and monitor activity of the Solution, and in each case solely for Customer's internal business purposes up to the Permitted Capacity set forth in the Order Form. Customer understands that its right to use the Solution is limited by the Permitted Capacity, and Customer and its Affiliates combined use may in no event exceed the authorized Permitted Capacity. If Customer's use exceeds the Permitted Capacity, Customer must purchase additional rights to use the the various aspect of the Solution.

2.2 Provision of Cloud Services. Banyan shall use commercially reasonable efforts to provide use of the Command Center for the Subscription Term. If Banyan determines that the security or proper function of Command Center would be compromised due to, hacking, denial of service attacks or other activities originating from or directed at Customer's network, Banyan may immediately suspend access to the Command Center until the problem is resolved. Banyan will promptly notify and work with Customer to resolve the issues.

2.3 Banyan APIs. Banyan will make an APIs available to Customer as part of the Solution.. Banyan reserves the right to place limits on access to such APIs (e.g., limits on numbers of calls or requests). Further, Banyan may monitor Customer's usage of such APIs and limit the number of calls or requests Customer may make if Banyan believes that Customer's usage is in breach of this Agreement or may negatively affect the Solution (or otherwise impose liability on Banyan).

2.4. Restrictions on Licenses. In addition to the restrictions set forth above, Customer agrees that, except as otherwise expressly provided by this Agreement, it shall not: (a) exceed the scope of the licenses granted in Section 2.1; (b) make copies of the Solution or Documentation other than as authorized in Section 2.1; (c) distribute, sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 2.1, and any attempt to make any such sublicense, assignment, delegation or other transfer by Customer shall be void and of no effect; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms underlying the Solution, except to the extent required to be permitted under applicable law; (e) modify, translate or create derivative works of the Solution without the prior written consent of Banyan; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the Solution, Documentation or copies thereof. The licenses provided by this Agreement are limited licenses, and Customer acknowledges that this Agreement does not grant Customer, and Banyan expressly disclaims the grant of, any license, immunity, or other right to or under any patent or other Intellectual Property Right of Banyan, whether directly or by implication, legal or equitable estoppel, exhaustion or otherwise, except for the limited licenses expressly set forth in this Section 2.

3. CUSTOMER OBLIGATIONS.

Except as otherwise expressly provided herein, Customer shall: (a) inform Banyan of any Errors, complaints or problems encountered during Customer's use of the Solution or Documentation of which Customer becomes aware and any resolutions by Customer of such Errors, complaints and problems, in accordance with the provisions of the Support terms set forth in Exhibit B; and (b) comply with all applicable laws and regulations with respect to Customer's use of the Solution.

4. OWNERSHIP.

The Solution and Documentation are licensed and not sold to Customer. Banyan and its licensors own and retain all right, title and interest in the Solution and Documentation, any design changes, improvements, enhancements, derivative works, or modifications thereof or thereto, and any related and/or associated Intellectual Property Rights, whether developed by Banyan or by Customer or its employees or independent contractors.

5. SERVICES.

5.1 Maintenance and Support Services. Banyan shall provide Support for the Solution as set forth at www.banyansecurity.io/legal/support/ ("Support"). Banyan shall have no obligation to provide Support for any Solution that has been modified by Customer or a third party at Customer's direction, except as otherwise agreed by Banyan in writing.

5.2 Professional Services. Banyan shall provide professional services such as implementation support services and other services pursuant to any mutually agreed upon statement of work or Order Form outlining the details of such services.

6. FEES; PAYMENTS; AND ORDERS.

6.1 License, and Maintenance and Support Fees. Customer shall pay to Banyan the applicable Fees specified in an Order Form. Customer acknowledges that all Fees shall be non-refundable except as expressly provided in this Agreement. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Subscription Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Banyan has billed Customer incorrectly, Customer must contact Banyan no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Banyan billing department, billing@banyanops.com.

6.2 Payment Terms. All amounts payable to Banyan under this Agreement shall be paid in United States dollars and shall be due thirty (30) days from the date of invoice. Unless otherwise agreed by Banyan, all payments shall be made by wire transfer of immediately available funds to an account designated by Banyan, all wire transfer fees prepaid. Notwithstanding any other rights of Banyan, in the event of late payment by Customer (other than a payment that is not made when due as a result of a bona fide dispute between the parties), Banyan shall be entitled to interest on the amount owing at a rate of 1% per month or the highest rate allowed by applicable law, whichever is less, compounded on a daily basis from the due date of payment until the date of actual payment.

6.3 Taxes; Set-off. Any and all payments made by Customer in accordance with this Agreement are exclusive of any taxes that might be assessed against Customer by any jurisdiction. Customer shall pay or reimburse Banyan for all value-added, sales, use, property and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Banyan. All amounts payable to Banyan under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax.

7. TERM.

The term of this Agreement shall commence on the Subscription Start Date specified on the Order Form and remain in effect until the end of the Subscription Term, unless this Agreement is terminated earlier in accordance with Section 8. The Subscription Term will automatically renew for successive one-year terms on each anniversary of the Effective Date or for whatever period is specified for renewal on the Order Form unless either party notifies the other in writing not less than thirty (30) days prior to the end of the initial term or renewal term, as applicable (each renewal term and together with the initial term, the "Subscription Term").

8. TERMINATION.

8.1 Termination. This Agreement and the licenses granted hereunder may be terminated:

- (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or
- (b) by Banyan upon written notice to Customer if Customer (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

8.2 Effect of Termination. Upon any expiration or termination of this Agreement, the license granted in Section 2 shall terminate immediately, and Customer shall (i) immediately cease use of all Solution and Documentation, and (ii) return to Banyan or destroy and uninstall all Solution and related Documentation and other materials and information provided by Banyan and any copies thereof made by Customer. Customer shall certify to Banyan in writing that it has retained no copies of such Solution, Documentation, materials or information. Termination shall not: (i) relieve Customer from paying all fees accruing prior to termination; or (ii) terminate sublicenses to End Users, provided such End Users continue to use the Banyan Software according to the requirements and restrictions in this Agreement.

9. WARRANTY.

9.1 Banyan Warranty. Banyan makes the following warranties to Customer:

- (a) Solution. The Solution, when used by Customer in accordance with the provisions of this Agreement and in compliance with the applicable Documentation, will perform, in all material respects, the functions described therefor in the Documentation for the duration of the Subscription.
- (b) Support. The Support provided under this Agreement will be performed by Banyan in a professional manner consistent with the generally accepted prevailing standards in the software industry.

9.2 Exclusive Remedies. Customer shall report to Banyan, pursuant to the notice provision of this Agreement, any breach of the warranties during the relevant warranty period. In the event of a breach of warranty by Banyan under this Agreement, Customer's sole and exclusive remedy, and Banyan's entire liability, shall be as follows:

- (a) For Solution. For any defective Solution, prompt correction of Errors or, if such correction is not possible, replacement of the Solution in order to minimize any material adverse effect on Customer's business.
- (b) For Support. For any Support that do not satisfy the warranty, Banyan will re-perform that portion of such Support which are defective; provided that in the event that Banyan is unable to perform such portion of the Support as warranted, Customer's sole and exclusive remedy, and

Banyan's entire liability, will be to receive payment of direct damages which shall not exceed the portion of the fees paid by Customer to Banyan during the relevant service period for the portion of the Support found to be unsatisfactory.

9.3 Limitations of Warranties. No warranty or indemnification shall apply where the defect or error in the Solution or Support is caused by: (a) any use of the Solution which is not in conformity with the provisions of this Agreement or in substantial compliance with the Documentation; (b) any repair, modification or installation of the Solution not made or expressly authorized by Banyan; or (c) the use or attempted use of software other than the most current version supported by Banyan and made available to Customer under the terms of this Agreement. Replacement or repair of a Solution product shall not extend its warranty period beyond the original warranty expiration date.

9.4 Disclaimer of Warranty. Banyan does not represent or warrant that the operation of the Solution (or any portion thereof) will be uninterrupted or error free, or that the Solution (or any portion thereof) will operate in combination with other hardware, software, systems or data not provided by Banyan, except as expressly specified in the applicable Documentation. Banyan does not provide assistance on the general use of the Solution or problem diagnosis if Customer is not receiving Support or is not current in its payment obligations. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, BANYAN MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SOLUTION OR SUPPORT OR PROFESSIONAL SERVICES, OR THEIR CONDITION. BANYAN IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 9.1 IN LIEU OF, AND BANYAN HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

10. LIMITATION OF LIABILITY.

10.1 No Liability for Indirect Damages. EXCEPT FOR A BREACH OF SECTION 11 OR CUSTOMER'S BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN AN ACTION UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE FOR ANY: (a) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE/EXEMPLARY DAMAGES OR LOSSES ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT, THE OPERATION OR USE OF THE SOLUTION, OR SUPPORT OR ANY PROFESSIONAL SERVICES PERFORMED HEREUNDER, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES OR LOSSES ARISING FROM (i) LOSS OF BUSINESS, PROFIT OR REVENUES, (ii) LOSS OF DATA, PROGRAMMING OR CONTENT, (iii) FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, (iv) SUBSTITUTE PROCUREMENT, OR (v) DAMAGE TO EQUIPMENT, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR IF SUCH DAMAGES OR LOSSES ARE FORESEEABLE; OR (b) DAMAGES OR LOSSES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY A PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL.

10.2 Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR BANYAN'S LIABILITY ARISING UNDER SECTION 12, IN NO EVENT SHALL BANYAN'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES OR LOSSES OF ANY KIND EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO BANYAN UNDER THIS AGREEMENT.

10.3 Breach of Confidentiality Liability Cap. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL BANYAN'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES OR LOSSES OF ANY KIND ASSOCIATED WITH A BREACH OF SECTION 11 (CONFIDENTIALITY) EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE, THREE TIMES (3X) THE FEES PAID BY CUSTOMER TO BANYAN UNDER THIS AGREEMENT.

11. CONFIDENTIALITY.

Unless otherwise agreed to in writing by the Disclosing Party, each Receiving Party agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products or services under this Agreement, and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement. The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained herein. Notwithstanding the above, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; is or becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party or any of its Representatives who is not known by the Receiving Party to be otherwise bound by a confidentiality agreement with the Disclosing Party or any of its Representatives or to be under an obligation to the Disclosing Party or any of its Representatives not to transmit the information to the Receiving Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. Any materials or documents which have been furnished to the Receiving Party from the Disclosing Party shall be promptly returned or destroyed, at the option of the Disclosing Party, by the Receiving Party, within ten (10) days after (a) this Agreement has expired or has been terminated; or (b) a written notice is made by the Disclosing Party requesting such return or destruction. Upon such request, all copies, reproductions, compilations, summaries, analyses, or other documents containing or reflecting the Receiving Party's or its Representatives' use of the Confidential Information will be destroyed by the Receiving Party, and such destruction confirmed to the Disclosing Party in writing. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of five (5) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.

12. INDEMNIFICATION.

12.1 Indemnification by Banyan. Banyan will defend Customer from and against any claim by a third party alleging that a Solution when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Banyan (including reasonable attorneys' fees) resulting from such claim, provided that Banyan will have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Banyan to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.

12.2 Remedies. If Customer's use of a Solution is (or in Banyan's opinion is likely to be) enjoined, if required by settlement or if Banyan determines such actions are reasonably necessary to avoid material liability, Banyan may, in its sole discretion: (a) substitute substantially functionally similar products or Solutions; (b) procure for Customer the right to continue using such Solution; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by Banyan.

12.3 Exclusions. The foregoing indemnification obligation of Banyan will not apply: (1) if such Solution is modified by any party other than Banyan, but solely to the extent the alleged infringement is caused by such modification; (2) if such Solution is combined with products or processes not provided by Banyan, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Solution; or (4) if Customer settles or makes any admissions with respect to a claim without Banyan's prior written consent. THIS SECTION 12 SETS FORTH BANYAN'S AND ITS LICENSOR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

13. MISCELLANEOUS.

13.1 Use of Name for Marketing Purpose. Customer agrees that during the Subscription Term, Banyan shall be authorized to make reference to Customer as a Customer of the Solution.

13.2 Notices. All notices, summons and communications related to this Agreement and sent by either party hereto to the other shall be written in English and given by registered mail, internationally recognized overnight courier or by facsimile also confirmed by registered or certified mail, postage prepaid:

with respect to Banyan to:

Attn: Tel:

Fax:

with respect to Customer to:

Attn: Tel:

Fax:

or such other addresses as may have been previously specified (in the manner set forth above) in writing by either party to the other.

13.3 Assignment. Neither party shall transfer or assign this Agreement or any of its rights or obligations hereunder, the Solution or any component thereof, or any other materials provided hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever, as determined by such party in its sole discretion. Any purported assignment or transfer by Customer without a party's prior written consent shall be void and of no effect. Notwithstanding the foregoing, either party may freely assign this Agreement, or delegate obligations under this Agreement, without the prior written consent of the other party in connection with a merger, acquisition, change in control, or sale of substantially all the assets with respect to the subject of this Agreement. Subject to the foregoing, any permitted assignment or transfer of or under this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the assigning or transferring party hereto.

13.4 Survival. Sections 2.4, 4. 8.2 and 9-13 shall survive the expiration or termination of this Agreement, or any default under or rejection in bankruptcy of this Agreement by Customer.

13.5 Governing Law; Jurisdiction. This Agreement and all matters relating to this Agreement shall be construed in accordance with and controlled by the laws of the State of California, without reference to its conflict of law principles. The parties agree to submit to the non-exclusive jurisdiction and venue of the courts located in San Francisco, California and hereby waive any objections to the jurisdiction and venue of such courts.

13.6 No Agency; Independent Contractors. In connection with this Agreement each party is an independent contractor and as such will not have any authority to bind or commit the other. Furthermore, neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

13.7 Export Control; Privacy Laws.

(a) Export Control. The Solution, the Documentation and all other technical information delivered hereunder (collectively, "Technical Data") include technology and software and are subject to the export control laws and regulations of the United States ("U.S."). Customer agrees not to export, re-export or otherwise release any Solution outside of the U.S. and to abide by such laws and regulations as to which Banyan may notify Customer from time to time. Customer further acknowledges and agrees that the Technical Data may also be subject to the export laws and regulations of the country in which the products are received, and that Customer will abide by such laws and regulations.

(b) Privacy Laws. Customer shall comply with all applicable privacy laws and regulations in its use of any Solution and Documentation, including without limitation the unlawful gathering or collecting, or assisting in the gathering or collecting of information in violation of any such privacy laws or regulations. Customer shall, at its own expense, defend, indemnify and hold harmless Banyan from and against any and all claims, losses, liabilities, damages, judgments, government or federal sanctions, costs and expenses (including attorneys' fees) incurred by Banyan arising from any claim or assertion by any third party of violation of privacy laws or regulations by Customer or any of its agents, officers, directors or employees. Customer acknowledges and agrees that no personally identifiable information shall be provided to Banyan during the provision and operation of the Solution.

13.8 Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this Agreement (except payment obligations) during any period in which such party cannot perform due to fire, earthquake, flood, any other natural disaster, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, war, embargo, riot, civil disturbance, act of public enemy, act of nature, the intervention of any government authority, any failure or delay of any transportation, power, or for any other similar cause beyond either party's control. In the case of failure to perform, the failing party shall promptly notify the other party in writing of the reason for and the likely duration of the failure. The performance of the failing party's obligations shall be suspended during the period that the cause persists, and each party shall use commercially reasonable efforts to avoid the effect of that cause.

13.9 Severability and Waiver. To the extent that any term, condition or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable under applicable law, then such term, condition or provision shall be deemed amended only to the extent necessary to render such term, condition or provision enforceable under applicable law, preserving to the fullest extent possible the intent and agreements of the parties set forth herein; in the event that such term, condition or provision cannot be so amended as to be enforceable under applicable law, then such term, condition or provision shall be deemed excluded from this Agreement and the other terms, conditions and provisions hereof shall remain in full force and effect as if such unenforceable term, condition or provision had not been included herein. The failure of a party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

13.10 Entire Agreement; Amendment. This Agreement and all Exhibits referred to herein embody the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. It shall not be modified except by a written agreement signed on behalf of Customer and Banyan by their respective duly authorized representatives. Customer acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. It is expressly agreed that the terms of this Agreement and its Exhibits shall supersede the terms in any purchase order or other ordering document. Each Exhibit to this Agreement shall be governed by the terms of this Agreement and the terms set forth therein. In the event of any inconsistency between the terms of this Agreement and the terms of the Exhibit, the terms of the Exhibit shall govern that Exhibit except as otherwise stated therein. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

Service Level Agreement

This Service Level Agreement ("SLA") forms part of the Master Solution Agreement between Customer and Banyan ("Agreement"). In the event this document is translated into any other languages, the English version shall be authoritative. Banyan encourages Customer to review the online SLA periodically.

1. Introduction

This SLA describes the levels of Product availability and support that Customer can expect to receive from Banyan for the duration of the Agreement.

2. Definitions

As used in this SLA, the following terms shall have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement. In this SLA the singular includes the plural and vice versa; the words "month", "year", and "quarter" mean calendar month, calendar year, and calendar quarter, unless otherwise stated; and the word "including" (or any analogous word or phrase) means "including without limitation".

Business Day

09:00 to 17:00, local time for the contracting Banyan entity, not including Saturday, Sunday or a public holidays.

Degraded Performance

a lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).

Downtime

the period of time during which the Product is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24 hours' notice was provided to affected Customers. However, Downtime shall not include:

1. Scheduled Maintenance;
2. Degraded Performance;
3. factors outside of Banyan's control, including any Force Majeure Events;
4. failures, acts or omissions of Banyan's upstream providers;
5. failures of the internet;
6. acts or omissions of Customer and its Users; and
7. enforcement of Regulations.

Knowledge Base

Banyan help portal located on the Banyan portal that publishes information on how to perform tasks in the Product and responds to frequently asked questions.

Maintenance Hours

Monday to Friday from 00:00 – 04:00 UTC, all day Saturday, and Sunday from 13:00 – 04:00 UTC.

Resolution Time

the time that elapses from the Response Time until the alert is resolved.

Response Time

measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.

Scheduled Maintenance

planned outages, either suspending service in full or in part, which Banyan will endeavour to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed 1 hour for the maintenance required and which, where possible, shall take place during Maintenance Hours.

SLA Effective Date

the Subscription Start Date stated in the Agreement or applicable Statement of Work and the date this SLA enters into force.

Ticket

an electronic request sent to Banyan by Customer (e.g. requesting a solution to an incident).

Uptime

as calculated in accordance with this SLA.

3. Scope of the Service Level Agreement

This SLA applies only to the Product and Professional Services described in the Agreement or applicable Statement of Work. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by Banyan.

Banyan will rectify material issues with the Product, except where:

- 3.1 the issue has been caused by Customer’s use of the Product in a manner that is contrary to Banyan Training, Knowledge Base, or any other instruction issued by Banyan;
- 3.2 Customer has made unauthorized changes to the configuration or set-up of the affected Product;
- 3.3 Customer has prevented Banyan from performing maintenance on the Product;
- 3.4 the issue has been caused by Third Party Products; or
- 3.5 the issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

4. SLA Effective Date and Term

This SLA will be effective from the Subscription Start Date and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Agreement or applicable Statement of Work.

5. Responsibilities

Banyan responsibilities:

- 5.1 ensure the relevant Product and Professional Services are available to Customer in accordance with the Uptime guarantee;
- 5.2 respond to support requests within the timescales listed below;
- 5.3 take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- 5.4 maintain clear and timely communication with Customer at all times.

Customer responsibilities:

- 5.5 use the Product as intended under the Agreement;
- 5.6 notify Banyan of issues or problems in a timely manner and as thoroughly as is possible;
- 5.7 cooperate with Banyan in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- 5.8 in case of an A-Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Banyan;
- 5.9 provide Banyan with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- 5.10 maintain staff with adequate information technology knowledge to fulfil these responsibilities.

6. Availability

Banyan guarantees 99.9% Uptime each month 24 hours a day 7 days a week (“Agreed Hours of Service”). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

Uptime % = (Agreed Hours of Service - hours of Downtime) * 100% / Agreed Hours of Service

7. Service Credits

Should Uptime fall below 99.9% in any month, Banyan will pay liquidated damages in the form of a Service Credit, which is calculated as follows:

Uptime < 99.0%

100% of monthly Subscription Fee

Uptime ≥ 99.0% and less than 99.9%

((99.9% - Uptime %) / 0.9%) * monthly Subscription Fee * 50%

Uptime ≥ 99.9%

0% of monthly Subscription Fee

To apply for a Service Credit under this SLA, Customer must submit a request to support@banyanops.com, within 30 days of the end of the applicable month with the subject line “SLA Service Credit”. The request must include the dates and times of the Downtime for which Service Credit is being requested, and any additional documentation that demonstrates the claimed Downtime. Service Credits are the exclusive remedy for Banyan’s failure

to meet its Uptime guarantee and no other or additional types of damages can be claimed, including breach of warranty. In the event there are no new invoices to be issued, Banyan will pay out the Service Credit to Customer directly.

8. Response Time and Resolution Time

In the event of an alert, Banyan is deemed to have responded when it has replied to Customer’s initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer’s request, provide a solution, or request further information.

The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedule:

| Alert Type | Issue severity | Response Time | Resolution Time | Calendar | - | Urgent (P1) | Business outage. Examples: Unable to access the Command Center. Unable to access business-critical sites protected by an Access Tier that were previously working. Security breach. Data loss or corruption. | 1 hour | 8 hours | 24-7 | High (P2) | Business impact without total outage. No workaround available. Examples: Issues affecting Trust Scoring or policy enforcement. Integrations with external tools (IdP, MDM, SIEM, etc). | 8 hours | 1 business day | 9-5 | Medium (P3) | Minor or non-critical impact. Examples: Configuration issues and questions. Installation troubleshooting. | 2 business days | 5 business days | 9-5 | Low (P4) | General questions and feature requests. | 5 business days | 30 business days | 9-5 {
: .table .table-bordered .table-responsive}

9. Banyan’s Storage & Infrastructure

Banyan uses Infrastructure As A Service (IaaS) providers such as Google Compute Platform (GCP), Amazon Web Services (AWS) or Microsoft Azure to provide its Command Center Component.

Banyan offers Customer the option to host Customer Data on IaaS servers located globally. Customer will be required to select its IaaS server hosting location in the applicable Agreement.

10. Problem Management

Banyan Support regularly analyses all Customer Tickets in order to identify trends and bottle necks. Based on these findings, Support updates the Knowledge Base with information explaining the solution to “known errors”.

In order to respond to FAQs and help Customers to resolve common problems without needing direct assistance from Support, Banyan maintains the Knowledge Base on the Banyan website (insert website). Banyan Support has defined four general types of FAQs:

- Technical issues are related to a particular bug, security or backup failures, or any other type of non-functioning of the Product.
- User questions arise from instances when the system fails to be self-explanatory. Banyan works hard to prevent these questions and reduce them to an absolute minimum.
- Requests are requests to change the Product, features or settings.

11. Help Desk

If your question is not resolved via the Knowledge Base, the Banyan help desk can be contacted by email anytime via support@banyanops.com or by Slack during applicable office hours.

12. Security

Banyan provides its Product and Professional Services in accordance with IEC/ISO 27001:2013 and has an Information Security Policy, which is available upon request.

13. Backups

The Banyan team secures backups of all data and code in the following manner:

- Incremental backups of all uploaded media on multiple back-up servers (daily).
- Full backups of the database (hourly, retention of 7 days).

In the (unlikely) event of damage or outage at Banyan’s primary Azure location, Banyan will restore Customer’s data from the most recent backup in an alternative Region. This will be treated as an A-Priority Alert.

At Customer’s request, a backup or a part of a backup can be restored within 48 hours for a fee negotiated in the Agreement or charged on a time and material basis.

14. Release Policy

Banyan releases the Product via Continuous Integration and Continuous Delivery. This means that whenever a new feature or release of Banyan is ready, it can be deployed to the production clusters at any moment. The main application is typically released once a day. All perimeter applications are deployed to production continuously when a build is succeeded on the continuous integration servers.

Urgent bug fixes that impact availability and critical features are applied immediately on production servers in accordance with the Resolution Time schedule.

Third party components in use by Banyan (e.g. Ubuntu, Oracle Java JRE, Python, etc.) are updated automatically every night (in the UTC time zone), whenever critical updates become available via the "unattended upgrades" mechanism provided by Ubuntu.

15. Software Improvements

Banyan will make available to Customer new versions, releases, and updates to the Product to solve defects and/or errors, keep the Product up-to-date with market developments, or otherwise improve (the operation or functionality of) the Product. These improvements may include bug fixes. Banyan will only support the most recent version of the Product. New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of the Product previously used by Customer, and will not otherwise negatively impact Customer’s use of the Product. Banyan shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.

16. Updates to the SLA

This SLA may be updated at Banyan’s discretion, but only after providing thirty (30) days’ notice, after which it shall be effective (“SLA Effective Date”). Such notice will be sufficient if provided to a User designated as an administrator of Customer’s Product account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log in screen, or (b) by email with read receipt to the email address provided for the administrator(s) for Customer’s account. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Product following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When Banyan changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

Banyan Security, Inc. Privacy Policy

Banyan Security, Inc. (the “Company,” “we,” or “us”) offers cyber risk management solutions by providing its customers information security services and a cloud-based SaaS platform in order to assess their cyber risk exposure. This Privacy Policy is made available to inform users of our practices regarding the kinds of information we collect, the use, disclosure and your options regarding the collection of information relating to an identified or identifiable natural person (“Personal Information”).

This Privacy Policy applies to Personal Information Processed by us in our business, including on our website at <https://www.banyansecurity.io/>, social media and blogs (collectively referred to in this Privacy Policy as “Sites”), and our online or offline products and services (the “Services”). All natural persons (“Individuals”) whose responsibilities include Processing Personal Information for us are expected to protect it by following this Privacy Policy. For the purposes of this Privacy Policy, “Process” or “Processing” means any operation which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

This Privacy Policy does not apply to any third-party applications or software that integrate with our services through the Company platform or any other third-party products, services, or businesses.

This Privacy Policy may change from time to time (see the Changes section below) and you agree that your continued use of the Sites and the Services after we make such changes will be considered acceptance of those changes, so please periodically check this page for updates.

By accessing our Sites, or purchasing or using our products or Services, you agree to this Privacy Policy in addition to any other agreements we might have with you. In the event that such agreements contain terms that conflict with this Privacy Policy, the terms of those agreements will prevail.

1. Our Collection of Personal Information

Our primary goals in collecting personally identifiable information are to provide you with the services made available through the Sites and the Services, to

communicate with you, and to manage your registered user account through which you can take advantage of the services made available through the Sites and the Services. We will also use the information you provide to analyze and improve Banyan Security's products and services.

Types of Personal Information We Collect Information You Provide to Us

- **Communications with Us.** We may collect Personal Information from you such as login information, email address, phone number, mailing address, company name, country, and job title when you request information about our Services, subscribe to or use our Services, create an account, register for our newsletter, request customer or technical support, or otherwise communicate with us.
- **Social Media Content.** We may offer forums, blogs, or social media pages. Any content you provide on these channels will be considered "public" and is not subject to privacy protections.
- **Surveys.** We may contact you to participate in online surveys. If you decide to participate, you may be asked to provide certain information which may include Personal Information. All information you submit in our surveys is provided by you voluntarily. We may use such information to improve our products, Sites and/or Services and in any manner consistent with our policies.

Information Collected Automatically or From Others

Automatic Data Collection. When you visit the Sites or when you subscribe to or use our Services, our servers automatically record information that your browser sends whenever you visit a website ("Log Data"). Log Data may include information such as your Internet Protocol (IP) address, cookie identifiers, mobile carrier, mobile advertising identifiers, MAC address, IMEI, Advertiser ID, unique identifiers, browser type and language, geo-location information, internet service provider, pages that you visit before and after using the Services, data and time of visit, time spent on pages you visit, information about the links you click, and pages you view within the Services.

Cookies, Pixel Tags/Web Beacons, Analytics Information, and Interest-Based Advertising Technologies. We, as well as third parties that provide content, advertising, or other functionality on the Services, may use cookies, pixel tags, local storage, and other technologies ("Technologies") to automatically collect

information through the Services. Technologies are essentially small data files placed on your computer, tablet, mobile phone, or other devices that allow us and our partners to record certain pieces of information whenever you visit or interact with our Services.

- **Cookies.** Cookies are small text files placed in visitors' computer browsers to store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, the Services may not work properly.
- **Pixel Tags/Web Beacons.** A pixel tag (also known as a web beacon) is a piece of code embedded in the Services that collects information about users' engagement on that web page. The use of a pixel allows us to record, for example, that a user has visited a particular web page or clicked on a particular advertisement.
- **Social Media Widgets.** Our Sites include social media features, such as Twitter, LinkedIn, and Facebook that might include features such as the 'share this' button, or interactive mini-programs. These features may collect your IP address, which page you are visiting on our Sites, and may set a cookie to enable the feature to function properly. These social media features are either hosted by a third-party or hosted directly on our Sites. Your interactions with these features are governed by the Privacy Policy of the company providing it.

Analytics. We may also use Google Analytics, Google Ads remarketing tags, Google Ads conversion tracking tags, HubSpot and similar technologies to collect information regarding visitor behavior and visitor demographics on our Services. For more information about Google Analytics, please visit www.google.com/policies/privacy/partners/. You can opt out of Google's collection and processing of data generated by your use of the Services by going to <http://tools.google.com/dlpage/gaoptout>. For more information about HubSpot, please visit <https://knowledge.hubspot.com/reports/what-cookies-does-hubspot-set-in-a-visitor-s-browser>.

Information from Other Sources. We may obtain information about you from other sources, including through third party services and organizations to supplement information provided by you. For example, if you access our Services through a third-party application, such as a third-party login service or a social networking site, we may collect information about you from that third-party application that you have made public via your privacy settings. Information we collect through these services may include your name, your user identification

number, your username, location, gender, birth date, email, profile picture, and your contacts stored in that service. This supplemental information allows us to verify information that you have provided to us and to enhance our ability to provide you with information about our business and Services.

2. Our Use of Your Personal Information

Our Company may use information that we collect about you for the following purposes:

- **To Provide Products, Services, or Information Requested.** We may use information about you to:
 - Allow you to log in and use our Services;
 - Manage Individual information and accounts;
 - Respond to questions, comments, and other requests;
 - Provide access to certain areas, functionalities, and features of our Services;
 - Answer requests for customer or technical support; and
 - Allow you to register for events.
- **Administrative Purposes.** We may use Personal Information about you to:
 - Measure interest and engagement in our Sites and Services and short-term, transient use, such as contextual customization of ads;
 - Develop new products and Services;
 - Undertake research for technological development and demonstration;
 - Improve, upgrade or enhance our Services;
 - Ensure internal quality control;
 - Verify Individual identity;
 - Communicate with you about your account, activities on our Sites and Services and policy changes;
 - Contact you to verify your account and for informational and operational purposes, such as account management, customer service, or system maintenance;
 - Process payment for products or Services purchased;
 - Process applications and transactions;
 - Prevent potentially prohibited or illegal activities; and

- Enforce our [Legal Notice](#).
- **Marketing Our Products and Services.** We may use Personal Information to provide you with materials about offers, products, and Services that may be of interest, including new content or Services. We may provide you with these materials by phone, postal mail, facsimile, email, or other electronic communication, as permitted by applicable law. Such uses include:
 - To tailor content, advertisements, and offers;
 - To notify you about offers, products, and services that may be of interest to you;
 - To provide Services to you and our sponsors; and
 - Other purposes you consent to or are disclosed when you provide Personal Information.

You may contact us at any time to opt out of the use of your Personal Information for marketing purposes as described below.

- **Research and Development.** We may use Personal Information to create non-identifiable information that we may use alone or in the aggregate with information obtained from other sources, in order to help us to optimally deliver our products and Services or develop new products and Services. We may perform research via surveys. We may engage Third-Party service providers to conduct such surveys on our behalf. Survey responses are voluntary, and the information collected will be used for research and reporting purposes to help us better serve Individuals by learning more about their needs and the quality of the products and services we provide. The survey responses may be utilized to determine the effectiveness of our Sites and Services, various types of communications, advertising campaigns, and/or promotional activities. If an Individual participates in a survey, the information given will be used along with that of other study participants. We may use de-identified Individual and aggregated data for research and analysis purposes.
- **Direct Mail, Email, and Outbound Telemarketing.** Individuals who provide us with Personal Information, or whose Personal Information we obtain from Third Parties, may receive periodic emails, newsletters, mailings, or phone calls from us with information on our or our business partners' products and

services or upcoming special offers/events we believe may be of interest. We offer the option to decline these communications at no cost to the Individual by following the instructions below.

- **Services via Mobile Devices.** We may provide Services that are specifically designed to be compatible and used on mobile devices. We will collect certain information that your mobile device sends when you use such Services, like a device identifier, user settings, location information, mobile carrier, and the operating system of your device. Mobile versions of our Services may require that users log in with an account. In such cases, information about use of mobile versions of the Services may be associated with accounts and other devices. In addition, we may enable Individuals to download an application, SDK, widget, or other tool that can be used on mobile or other computing devices. Some of these tools may store information on mobile or other devices. These tools may transmit Personal Information to us and Third Parties to enable you to access your account and Services and to enable us and Third Parties to track use of these tools. Some of these tools may enable users to email reports and other information from the tool. We may use personal or non-identifiable information transmitted to enhance these tools, to develop new tools, for quality improvement and as otherwise described in this Privacy Policy or in other notices we provide.
- **De-identified and Aggregated Information Use.** We may use Personal Information and other information about you to create de-identified and aggregated information, such as de-identified demographic information, de-identified location information, information about the computer or device from which you access our Sites and Services, or other analyses we create. De-identified and aggregated information is used for a variety of functions, including the measurement of visitors' interest in and use of various portions or features of the Sites and Services. De-identified or aggregated information is not Personal Information, and we may use such information in a number of ways, including research, internal analysis, analytics, and any other legally permissible purposes. We may share this information within Banyan Security and with Third Parties for our or their purposes in an anonymized or aggregated form that is designed to prevent anyone from identifying you.

- **Other Uses.** Banyan Security may use Personal Information for which we have a legitimate interest, such as direct marketing, individual or market research, anti-fraud protection, or any other purpose disclosed to you at the time you provide Personal Information or with your consent.
- **Cookies, Pixel Tags/Web Beacons, Analytics Information, and Interest-Based Advertising.** We, as well as Third Parties that provide content, advertising, or other functionality on our Services, may use cookies, pixel tags, local storage, and other technologies to automatically collect information through the Services. Our uses of such Technologies fall into the following general categories:
 - **Operationally Necessary.** We may use cookies, web beacons, or other similar technologies that are necessary to the operation of our Sites, Services, applications, and tools. This includes technologies that allow you access to our Sites, Services, applications, and tools; that are required to identify irregular site behavior, prevent fraudulent activity and improve security or similar functions.
 - **Performance Related.** We may use cookies, web beacons, or other similar technologies to assess the performance of our Sites, applications, Services, and tools, including as part of our analytic practices to help us understand how our visitors use our Sites or Services, determine if you have interacted with our messaging, determine whether you have viewed an item or link, or to improve our Sites' content, applications, Services, or tools.
 - **Functionality Related.** We may use cookies, web beacons, or other similar technologies that allow us to offer you enhanced functionality when accessing or using our Sites, Services, applications, or tools. This may include identifying you when you sign into our Sites or Services or keeping track of your specified preferences, interests, or past items viewed so that we may enhance the presentation of content on our Sites or Services.
 - **Advertising or Targeting Related.** We may use first-party or third-party cookies and web beacons to deliver content, including ads relevant to your interests, on our Sites or on third party sites. This includes using technologies to understand the usefulness to you of the advertisements and content that

has been delivered to you, such as whether you have clicked on an advertisement.

If you would like to opt-out of the Technologies we employ on our Sites, Services, applications, or tools, you may do so by blocking, deleting, or disabling them as your browser or device permits.

- **Third Party Websites and Software Development Kits.** Our Sites contain links to other websites and media publications. The fact that we link to a website is not an endorsement, authorization, or representation of our affiliation with that third-party. We do not exercise control over third-party websites. These other websites may place their own cookies or other files on your computer, collect data, or solicit personal information from you. This Privacy Policy addresses the use and disclosure of information that we collect from you through the Sites and our Services. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.
- We may use third party application programming interfaces (“APIs”) and software development kits (“SDKs”) as part of the functionality of our Services. APIs and SDKs may allow third parties including analytics and advertising partners to collect your personal information for various purposes including to provide analytics services and content that is more relevant to you. For more information about our use of APIs and SDKs, please contact us as set forth below.

3. Our Disclosure of your Personal Information to Third Parties

Except as set forth in this Privacy Policy, Banyan Security will not share your Personal Information with third parties. For a list of the categories of Personal Information we have disclosed or sold about consumers for a business purpose in the past 12 months, please contact privacy@banyansecurity.io.

Information We Share

- **Resellers and Partners.** We will share your Personal Information with our resellers and partners, and such resellers and partners may use your information to market our products and services, as well as their own products and services.
- **Service Providers.** We may engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance services, customer relationship services, and database storage and

management services. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to comply with obligations consistent with this Policy and maintain appropriate confidentiality and security measures.

- **Compliance with Laws and Law Enforcement.** Banyan Security cooperates with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including subpoenas); to protect the property and rights of Banyan Security or a third-party, the safety of the public or any person; to prevent or stop any illegal, unethical, or legally actionable activity; or to comply with the law.
- **Business Transfers.** In the event of a sale, merger, liquidation, dissolution, or transfer of part of the business, trade or assets of the Company, all Information collected about you via this Site or our Services may be sold, assigned, or transferred to the party acquiring all or substantially all of the equity or assets or business of the Company.

International Data Transfers

You agree that all Personal Information collected under this Privacy Policy may be transferred, Processed, and stored anywhere in the world, including but not limited to, the United States. Personal Information may be stored in the cloud, on our servers, on the servers of our affiliates or the servers of our service providers. By providing information to us, you explicitly consent to the storage of your Personal Information in these locations.

However, we have taken appropriate safeguards to require that your Personal Information will remain protected in accordance with this Policy. These include implementing the European Commission's Standard Contractual Clauses for transfers of Personal Information between you and us in order to protect Personal Information Processed from the EEA in accordance with European Union data protection law. Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third-party service providers and partners and further details can be provided upon request.

4. Your Choices: Right to Object to Processing

- **General:** You have the right to object to and change your preferences or opt out of certain uses and disclosures of your Personal Information. Where you have consented to Banyan Security's Processing of your Personal Information or Sensitive Personal Information, you may withdraw that consent at any time and prevent further Processing by contacting us as described below. Even if you opt out, we may still collect and use non-Personal Information regarding your activities on our Sites, Services and/or information from the advertisements on Third-Party websites for other legal purposes as described above. For the purposes of this Privacy Policy, "Sensitive Personal Information" is a subset of Personal Information which, due to its nature, has been classified by law or by policy as deserving additional privacy and security protections. Sensitive Personal Information includes Personal Information regarding EU residents that is classified as a "Special Category of Personal Data" under EU law, which consists of the following data elements: (1) race or ethnic origin; (2) political opinions; (3) religious or philosophical beliefs; (4) trade union membership; (5) genetic data; (6) biometric data where Processed to uniquely identify a person; (6) health information; (7) sexual orientation or information about the Individual's sex life; or (8) information relating to the commission of a criminal offense.
- **Email and Telephone Communications:** If you receive an unwanted email from us, you can use the unsubscribe link found at the bottom of the email to opt out of receiving future emails. We will process your request within a reasonable time after receipt. Note that you will continue to receive transaction-related emails regarding products or Services you have requested. We may also send you certain non-promotional communications regarding us and our Services, and you will not be able to opt out of those communications (e.g., communications regarding the Services or updates to our Terms or this Privacy Policy).
- **We maintain telephone "do-not-call" and "do-not-mail" lists as mandated by law:** We process requests to be placed on do-not-mail, do-not-phone and do-not-contact lists within 60 days after receipt, or such shorter time as may be required by law.
- **Notifications:** We may occasionally send you push notifications or contact you through our mobile applications, Services, Sites, social media or Third-Party services

with notices or alerts that may be of interest to you. You may at any time opt out or stop from receiving these types of communications by changing the settings on your mobile device.

- **“Do Not Track”:** Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.
- **Cookies and Interest-Based Advertising:** As noted above, you may stop or restrict the placement of cookies on your computer or remove them from your browser by adjusting your web browser preferences. Please note that cookie-based opt-outs are not effective on mobile applications. However, on many mobile devices, application users may limit ad tracking of certain mobile ads via their device settings.

The online advertising industry also provides websites from which you may opt out of receiving targeted ads from our data partners and our other advertising partners that participate in self-regulatory programs. You can access these, and also learn more about targeted advertising and consumer choice and privacy, at http://www.networkadvertising.org/managing/opt_out.asp, or <http://www.youronlinechoices.eu/> and www.aboutads.info/choices/. You can also visit <https://tools.google.com/dlpage/gaoptout> to choose not to be included in Google Analytics.

To be clear, these cookie-based opt-outs must be performed on each device and browser that you wish to have opted-out. You must separately opt out in each browser on each device. Advertisements on Third-Party websites that contain the AdChoices link and that link to this Privacy Policy may have been directed to you based on information collected by advertising partners over time and across websites. These advertisements provide a mechanism to opt out of the advertising partners’ use of this information for interest-based advertising purposes.

5. Your Privacy Rights

In accordance with applicable law, if you are a resident of the European Economic Area, you may have the right to:

- **Access your Personal Information** consistent with legal requirements. In addition, you may have the right in some cases to receive or have your electronic Personal Information transferred to another party.

- **Request correction** of your Personal Information where it is inaccurate or incomplete. In some cases, we may provide self-service tools that enable you to update your Personal Information or we may refer you to the controller of your Personal Information who is able to make the correction.
- **Request deletion** of your Personal Information, subject to certain exceptions prescribed by law. If you completely and permanently delete all of your Personal Information, then your user account may become deactivated.
- **Request restriction of or object to processing** of your personal information, including the right to opt in or opt out of the sale of your Personal Data to third parties, if applicable, where such requests are permitted by law.

If you would like to exercise any of these rights, please log into your account or contact us as set forth below. We will process such requests in accordance with applicable laws. To protect your privacy, we will take steps to verify your identity before fulfilling your request.

6. Retention and Security

Data Retention

Banyan Security will retain Personal Information for as long as needed to provide Services or as otherwise permitted by law.

Security of Your Information

Banyan Security is very concerned about safeguarding the confidentiality of your personally identifiable information. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. However, Banyan Security takes security very seriously. All company employees are contractually obligated to safeguard Banyan Security and user data under confidentiality and privacy agreements. Access to Banyan Security production systems is restricted to authorized Banyan Security team members. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Sites or Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

We will disclose any breach of the security, confidentiality, or integrity of your unencrypted electronically stored personal data to you as required by contract in

the most expedient time possible and without unreasonable delay, consistent with (i) the legitimate needs of law enforcement, or (ii) any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the data system.

7. Users Outside the United States

Banyan Security is headquartered in the United States and is subject to the applicable state and federal laws of the United States. By using our Sites or Services, you will transfer data to the United States. By choosing to visit our Sites, utilize the Services or otherwise provide information to us, you agree that any dispute over privacy or the terms contained in this Policy will be governed by the laws of the State of California and the adjudication of any disputes arising in connection with Banyan Security or our Sites will be in accordance with the [Legal Notice](#).

If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your information to the United States and processing globally. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.

8. Our Policy Towards Children

The Sites or Services are not directed to persons under the age of 18 and we do not knowingly request or receive any information from children under the age of 18. If a parent or guardian becomes aware that his or her child has provided us with personally identifiable information without their consent, he or she should contact us at privacy@banyansecurity.io. If we become aware that a child under 18 has provided us with personally identifiable information, we will remove such information from our files.

9. Legal Basis for Processing your Personal Data (EEA and Switzerland only)

With respect to personal data collected from individuals from the European Economic Area or Switzerland, our legal basis for collecting and using the Personal Information will depend on the Personal Information concerned and the specific context in which we collect it. Our Company will normally collect Personal Information from you only where: (a) we have your consent to do so, (b) where we need the personal data to perform a contract with you (e.g., to deliver the services you have requested), or (c) where the processing is in our or a third party's

legitimate interests (and not overridden by your data protection interests or fundamental rights and freedoms).

10. Additional Rights (EEA and Switzerland only)

You may have the right to make a privacy complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here:
http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

11. California Privacy Rights

We currently do not share personal data with third parties for their direct marketing purposes without your consent.

Our Sites, products, and Services are not intended to appeal to minors. However, if you are a California resident under the age of 18, and a registered user of our Sites or Services, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please send an email with a detailed description of the specific content or information to privacy@banyansecurity.io.

Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

12. Changes

This Privacy Policy may be updated from time to time for any reason without any notice to you. Any modifications will be effective immediately as of the date the modified Privacy Policy is posted on our website. Therefore, we suggest that you consult this Privacy Policy regularly for any changes. Continued use of the Sites or Services after we have notified you of any such changes shall constitute your consent to such changes.

13. Legal Notice

This Privacy Policy is incorporated by reference into the Banyan Security [Legal Notice](#).

14. Redress/Compliance and Accountability

If you have any questions about our privacy practices, this Privacy Policy, or how to lodge a complaint with the appropriate authority, please contact us. We will

address your concerns and attempt to resolve any privacy issues in a timely manner.

15. Questions and Comments

If you would like to contact us about our privacy practices, or exercise any of your data subject rights, please send a written request to the data controller of your Personal Information or to us at:

Email: privacy@banyansecurity.io

Mail:

Banyan Security, Inc.

Attn: Privacy Officer

333 Bush, 4th Floor, San Francisco, CA 94104

San Francisco, CA 94105

USA