

Terms of Service

(for IronNet Digital Detect Services)

Last Updated – August 5, 2020

1. Introduction

These Terms of Service (“Terms”) set forth the terms and conditions for software and services provided by IronNet Cybersecurity, Inc. (“Company”). The term “Service” as used in these Terms means the IronNet Digital Detect offering set forth in an online or printed order or other agreement or document that references these Terms (an “Order”), including all related products, services, software, technologies, deliverables and tools provided by Company. An Order may be directly between You and the Company or may be entered into between You and an authorized Company reseller (“Reseller”). In either event, You are bound by these Terms. “You” shall mean the entity or individual identified in the relevant Order as the customer/subscriber of the Services.

Company is willing to provide the Service to You only on the condition that You first accept these Terms. By accessing, registering for, or using the Service, or by accepting these Terms through an “I Accept” checkbox or similar method, You agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order that incorporates these Terms. These Terms along with any Order constitute a legally binding agreement between You and Company.

Please read these Terms carefully and, if You wish, print or save a copy for Your records. If You do not agree with these Terms, You may not access or use the Service.

If You are accepting these Terms on behalf of another entity, these Terms are binding both on You and such entity, and You represent that You are duly authorized to bind that entity to these Terms.

The parties may integrate their systems under a mutually agreed upon SOW which shall be incorporated hereunder.

2. Minors

If You are entering into these Terms on Your own behalf, You represent that You are at least 18 years of age and have the legal capacity to enter into these Terms. If You are under 18 years of age, Your parent or guardian must enter into these Terms on Your behalf, and this parent or guardian represents that he or she accepts these Terms on Your behalf and that You are 13 or older. You are not allowed to use the Service if You are under the age of 13.

3. Orders

You may gain access to the Service after the parties’ agreement on an Order and payment of any applicable fees. An Order may specify applicable fees, how long You are authorized to use the Service, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

4. Changes to the Service

Company may, with or without notice, add features to the Service, change the Service, or remove features of the Service, at any time.

5. Your Account

Your account for access to the Service is for Your personal use only. You may not authorize others to use Your account, and You may not assign or transfer Your account.

To use the Service, You will need a username and password. You must keep Your username and password confidential. You are responsible for all activities, charges, and liabilities associated with Your account. You agree to immediately notify Company of any unauthorized use of Your account of which You are aware. If You are a minor, Company reserves the right to provide access to Your account to Your parent, guardian or other authorized adult, upon such adult’s request.

6. Entity Subscription

This Section applies only if You are acquiring the Service on behalf of an entity.

Subject to Your payment of the applicable fees and taxes, You may authorize Your employees (“Users”) to access and use the Service solely for Your benefit, on condition that those Users accept these Terms before or during their first use of that Service. For Service subscriptions

that include a limit on the number of Users, Users include all individuals authorized to use the Service, regardless of whether any such individual is actively using the Service at a particular time. You shall ensure that Users and any other person that uses the Service through the use of Your password and account comply with these Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through Your password and account, including ensuring that a User ceases use of the Service after that User is no longer associated with Your entity.

You may use the Service solely for Your internal business purposes and not for the benefit of any other person or entity.

7. Reports

Certain reports provided as part of the Service will be kept only for a limited time period, since the information will not be current after such time. Applicable time periods will be identified in the Service.

8. Your License to and Use of the Service

During the applicable term of Your subscription for use of the Service as specified in an Order ("Subscription Term"), Company grants You a limited, non-exclusive, non-transferable license, without the right to sublicense, only to access and to use the Service for Your own personal use, subject to Your compliance with these Terms. You may not use the Service for any other purpose, or after the end of the Subscription Term, or after termination of Your rights to use the Service under these Terms.

You shall provide, at Your own expense, suitable equipment, software, and internet access as necessary to access and use the Service.

Neither the Service nor any portion thereof may be displayed, copied, downloaded, sold, resold, used, distributed, or otherwise exploited for any commercial purpose without Company's prior written consent. You may not frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Company or its licensors without Company's prior written consent. You may not use any meta tags or any other "hidden text" using Company's Marks without Company's prior written consent. Any unauthorized use by You of Company's Marks or other Company intellectual property automatically terminates the license granted by Company under these Terms and Your right to use the Service.

9. Company Materials and Intellectual Property

Company and its licensors own and retain all right, title, and interest in and to (including all associated trademarks, copyrights, and other intellectual property rights): (i) the Service, (ii) all underlying technology and algorithms used with or otherwise enabling the Service, (iii) all software and content available within the Service, (iii) work product resulting from, and data derived from, analytics produced from, and enhancements and modifications to, the Services (collectively (i)-(iii), "Company Materials"). Nothing in these Terms transfers any such rights, title or interest to You or any other user, and Company reserves all rights not expressly granted to You.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Company Materials. You may not (and You may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the Service or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos and graphics associated with the Service ("Marks") are trademarks of Company and its licensors. You may not use any Marks without the prior written consent of Company.

You agree that any breach of Your obligations with respect to Company's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Company and its licensors for which money damages are inadequate, and You therefore agree that Company and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

10. Fees and Payment Terms

You agree to pay the fees for the Services as specified in the applicable Order. All fees are payable in U.S. dollars and are nonrefundable and non-creditable.

The fee and payment terms in this Section may be varied in an Order.

Unless another form of payment is specified in the Order, Company will bill Your credit card (for purposes of these Terms, the term "credit card" includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide accurate and complete billing information, including Your name, address, telephone number, and valid credit card information, and shall promptly notify Company of any changes in that information. You acknowledge that the agreement between You and the applicable credit card issuer governs use of Your credit card for payment of amounts owed to Company, including Your rights and obligations as a holder of that card.

Company will disclose the applicable payment options at the time You place Your Order. You shall select a payment method to pay Company

for purchases You make for and/or from the Service. Company or Company's billing agent may charge Your payment method for all amounts due to Company without additional notice or consent unless otherwise required by law. Company may, in its discretion: (1) post charges to Your payment method individually, or (2) aggregate Your charges with other purchases You make within the Service and apply those charges to Your next billing cycle.

Except for taxes based on Company's net income, if any authority imposes a tax, duty, levy, or fee upon Your use of or orders for the Service, You shall pay that amount as specified in the Order or Company's invoice or supply Company with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Service and any transactions You enter into in connection with the Service.

If Company does not receive payment from Your credit card issuer, upon demand You shall pay all overdue amounts by other means acceptable to Company. Company may accept other forms of payment, and if Company invoices You for Service, You shall pay to Company the amount indicated in each invoice by the due date reflected on the invoice.

If You fail to pay according to these Terms, Company may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate Your use and/or access to Service, or both (1) and (2). You shall reimburse Company for all reasonable expenses Company incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Company may charge a fee for reinstatement of suspended or terminated accounts.

Company may from time to time offer Service promotions and discounts for which You may be eligible, including free trials and promotions available for a limited time. Unless otherwise specifically noted, Service promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts. If offered, free trials of the Service may require that You register as a registered user. This enrollment may obligate You to continue the Service beyond the expiration of the free trial period unless You take the steps necessary to cancel Your account. You should carefully consider these obligations before attempting to enroll in any free trial.

11. Acceptable Use

You may only access the Service through the interface provided by Company and for lawful purposes. You represent, warrant, and agree that You will not:

1. Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable content;
2. Upload, post, or otherwise transmit through, to or otherwise using the Service any content associated with children under the age of 13;
3. Upload, post, or otherwise transmit through, to or otherwise using the Service any personally identifiable information without the consent of the associated individual;
4. Upload, post, or otherwise transmit through, to or otherwise using the Service any content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
5. Upload, post, or otherwise transmit through, to or otherwise using the Service any content that contains any malware, viruses, spyware, worms, or other malicious code or files;
6. Disrupt the normal flow of communication in the Service or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Service;
7. Interfere with or disrupt the Service or servers or networks connected to the Service, or violate any requirements, procedures, policies, or regulations of networks connected to the Service;
8. Access (or attempt to access) any part of the Service through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Service;
9. Use the Service for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Service by automated or other means;
10. Use the Service to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations;
11. Impersonate or attempt to impersonate Company or an employee of Company or any of its affiliates, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of You or any other person;
12. Frame or mirror any part of the Service;
13. Use metatags or code or other devices containing any reference to any Mark or the Service in order to direct any person to any other website or Service for any purpose; or
14. Otherwise use the Service in violation of these Terms.

You agree to immediately notify Company of any breach, or attempted breach, of any of the foregoing restrictions, or any other breach, or attempted breach, of security associated with the Service of which You become aware.

12. Application Programming Interfaces (API).

As part of a Service, You may have access to one or more application programming interfaces and/or software development kits (referred to collectively herein as the "API's"). The API's may allow You to create scripts and programs to automate certain tasks performed through the Service and to enable certain integrations. Company may from time to time set and update limits on usage of the API's, including without limitation limits on API calls and requests and access to data (the "API Limits"). The API Limits will be described in the Documentation and may be updated from time to time. You agree to comply with all API Limits, and further agrees that it will not use the API's in a manner that constitutes excessive or abusive usage, or otherwise is in breach with this Agreement. Without limiting the foregoing, You agree not to use the API's in a manner that competes with any Service, or that provides API functionality to third parties. You will not circumvent or attempt to circumvent any API Limits. Company reserves the right to monitor Your API usage to verify compliance with the terms of this Section and to improve its products and services. You agree not to interfere with any such monitoring. Company may update the API's from time to time. You acknowledge and agree that such updates may cause issues with any scripts, code or programs previously written with use of the API's ("Your Code"), and that it is Your sole responsibility to update Your Code. Company does not guarantee backwards compatibility when it updates the API's. You shall defend, indemnify, and hold Company harmless arising from all loss, damages, claims, actions, proceedings and expenses arising out of or related to Your Code. Company has no liability or responsibility for mistakes or actions caused by Your Code, and/or any errors, misuse or unintended use associated with Your use of the API's or Your Code.

13. Third-Party Services

The Service may include services or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Service is an intended third-party beneficiary of these Terms and may enforce these Terms directly against You with respect to such Third-Party Service. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Company may also provide You with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Service. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes Your acknowledgment that You have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Company is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Company assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to Your data beyond those allowed by these Terms or Company's Privacy Notice. Company does not guarantee that a third-party supplier will comply with its agreement with Company or its Third-Party Agreement with You, and Company is not required to enforce its agreement with a supplier of a Third-Party Service.

14. Company Limited Warranty

Company warrants to You that the Service, under normal use and service, substantially conforms to, and performs in all material respects, the functions described in the applicable documentation associated with such Service ("Documentation"). Company is not responsible for third party sites choosing to be removed from interaction with the Service. If any Service fails to comply with the foregoing warranty, You shall provide written notice to Company prior to the expiration of the warranty period set forth above and such notice will describe in reasonable detail the nature of the non-conformity. In such event, Company shall use reasonable efforts to repair or rectify such non-conformity. If Company is unable to repair or rectify such non-conformity, then Company may terminate the Order (including without limitation all rights granted in the Order) with respect to such Service and in such event, if You acquired the Service directly from Company, Company will refund to You the fees paid to You for the applicable Service. **THE REMEDY SET FORTH IN THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION. REGARDLESS OF THE PRECEDING, AND FOR THE AVOIDANCE OF DOUBT, THERE IS NO WARRANTY PROVIDED BY COMPANY WITH REGARD TO FREE TRIAL OFFERS.**

The warranty set forth in the prior paragraph (as well as any support or maintenance services that may be included in the Service as set forth in the Order) does not cover defects or non-conformities arising from: (i) misuse of the Service or the Documentation, (ii) any modifications to the Service made by any person or entity other than Company that is not previously approved by Company, (iii) any use of the Service by You or Your Users beyond the scope of the express licenses and rights granted in these Terms, (iv) any use of the Service in combination with other software, hardware or data, or (v) Company's compliance with Your request for changes to the Service or with Your designs, specifications or instructions.

Each party represents, warrants and covenants to the other party that: (a) such party has the full power and authority to enter into these Terms and to perform their obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) such

party's execution of and performance under these Terms shall not breach any oral or written agreement with any third party or any obligation owed by such party to any third party to keep any information or materials in confidence or in trust.

15. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS: (A) COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; (B) THE SERVICE AND COMPANY MATERIALS ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (C) COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICE, COMPANY MATERIALS, OR OTHER INFORMATION, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE (COLLECTIVELY, THE "SERVICE ITEMS"). COMPANY DOES NOT WARRANT THAT THE SERVICE, COMPANY MATERIALS, OR SERVICE ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, COMPANY MATERIALS, OR SERVICE ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO AVAILABILITY, UPTIME, PERFORMANCE, DATA BACKUP, DISASTER RECOVERY, MAINTENANCE OR SUPPORT OF THE SERVICES. YOU ACKNOWLEDGE THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ACCORDINGLY, YOU SHALL PUT IN PLACE REASONABLE INTERNAL PROCEDURES AND PROCESSES TO ENABLE IT TO MINIMIZE ANY INCONVENIENCE AND ANY ADVERSE IMPACT OF ANY SUCH DOWNTIME OR ERROR. YOU ACKNOWLEDGE THAT NO AGENT OR RESELLER OF COMPANY IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF COMPANY AS SET FORTH HEREIN.

16. Intentionally omitted

17. Intentionally omitted.

18. Limitation of Liability

NEITHER COMPANY NOR ITS SUPPLIERS OR AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OFFICERS OR REPRESENTATIVES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LOST DATA, OR LOSS OF REVENUE, ARISING OUT OF OR RELATING TO ANY ORDER OR THESE TERMS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY WILL AT ALL TIMES BE LIMITED TO THE FEES RECEIVED BY COMPANY FOR THE SERVICE AT ISSUE DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM AROSE UNDER THE APPLICABLE ORDER. THE LIMITATIONS IN THIS PARAGRAPH SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

19. Your Indemnification

You agree to indemnify, defend and hold harmless company, its affiliates and suppliers, and their respective directors, officers, employees and representatives, from any and all demands, claims, actions, damages, losses, liabilities, costs and expenses, including attorneys' fees and court costs, directly or indirectly arising out of or in connection with Your access or use of the Service, Company Materials, or service items or Your violation of any of these terms, including without limitation any breach by You of any of Your warranties. This paragraph shall survive any expiration or termination of these terms.

20. Company Indemnification

Subject to the liability limitations herein, Company shall, subject to these Terms: (i) defend You from and against any and all third party claims, actions, suits, demands or proceeding brought against You (a "Claim") alleging that Your use of a Service in accordance with these Terms infringes any copyright, patent or other intellectual property right, and (ii) indemnify against any damages awarded to the third party bringing the Claim or any settlement amount approved by Company in writing (not to be unreasonably withheld) and paid to the third party bringing the Claim in order to settle the Claim. Company's obligations under this Section are conditioned upon (i) Company being promptly notified in writing of such Claim, (ii) Company having the exclusive right to control the defense and/or settlement of the Claim, and (iii) You providing all reasonable assistance (at Company's request and expense) in the defense of the Claim. In no event shall You settle any Claim without Company's prior written approval. You may, at Your own expense, engage separate counsel to advise You regarding a Claim and to participate in the defense of the Claim, subject to Company's right to control the defense and settlement.

In the event of any such third-party Claim or threat thereof, Company, at its sole option and expense, may (i) procure for You the right to continue to use the allegedly infringing Service, or (ii) replace or modify the Service with functionally equivalent software and/or Services. If neither subpart (i) nor (ii) of this paragraph is commercially reasonable or practical in the reasonable opinion of Company, Company may terminate the Order with respect to the allegedly infringing Service, and the license thereto granted hereunder, upon fifteen (15) days written notice to You. In the event of such termination, Company shall refund to You a pro-rata portion of any fee paid to Company by You in advance

for use of the allegedly infringing Service.

Notwithstanding anything to the contrary in these Terms, Company shall have no obligations to You pursuant to this Section with respect to any infringement or alleged infringement resulting or arising from: (1) any modifications to a Service made by any person or entity other than Company that is not previously approved by Company, (2) any use of a Service by You or Users beyond the scope of the express rights and licenses granted in these Terms, (3) any use of a Service in combination with other service, software, hardware or data, (4) Company's compliance with Your request for changes to the Service or with Your designs, specifications or instructions, or (5) in the case of on premises software (vs. Subscription SaaS), Your failure to maintain current updates and maintenance services with Company.

21. Confidentiality

"Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (i) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, training materials, APIs, and other creative works (whether or not copyrighted or copyrightable); (ii) information concerning research, experimental work, development, training, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (iii) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (iv) these Terms. Confidential Information of Company shall include, without further need for marking or designation, each Service, product information and associated data, financials and Documentation. Confidential Information also includes all summaries and abstracts of Confidential Information.

Each party acknowledges that in the course of the performance of an Order, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under the Order and these Terms. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to achieve the intent of these Terms and who are subject to confidentiality obligations at least as stringent as the obligations set forth in these Terms.

The obligations set forth in Section (Confidentiality) shall not apply to the extent that Confidential Information includes information which: (i) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of these Terms or any obligation of confidentiality by the Receiving Party. Nothing in these Terms shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (1) assert the confidential nature of the Confidential Information to the agency; (2) unless prohibited by law, immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (3) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

22. Internet Links

Some links within the Service may lead to websites controlled by third parties. Because Company has no control over these websites, Company is not responsible for such websites' content and does not endorse products, services, or information provided by such websites. Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any products or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Company and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Company would be responsible for the actions of their respective owners.

23. Data

You, not Company, shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness of and the parties' respective rights to use all data provided by You to the Service or input by You or Your clients to the Service ("Your Data") under these Terms. You represent, warrant and covenant that: (i) You have obtained all rights that are necessary for use of Your Data with the Service; (ii) Your Data does not and will not violate, infringe or misappropriate any Intellectual Property Rights, rights of publicity or privacy or contain or include any defamatory, obscene, illegal, fraudulent, threatening, abusive or libelous content or material; (iv) use of the Service to process

Your Data as contemplated herein shall not breach any oral or written agreement between You and any third party; (v) use of the Service to process Your Data as contemplated herein shall not breach any obligation owed by You to any third party to keep any information or materials in confidence or in trust; (vi) You will make a backup copy of Your Data before uploading it to the Service; (vii) You shall (and shall require all Users) to input and process all of Your Data in compliance with the requirements and specifications set forth in the Documentation; (viii) modify Your privacy policy as needed to comply with law and your use of the Service; and (ix) You shall not upload, input or process any of Your Data or other material through the Service that contains any virus, worm, time bomb, Trojan horse, or other harmful or disruptive code or component.

You hereby grant to Company a limited, non-exclusive, royalty-free, worldwide license, to use Your Data to provide the Services hereunder for the Term identified in Your Order.

Your Data is made available to Company on a rolling basis. Company is not required to retain and use Your Data in connection with the Service for a period of longer than thirty (30) days from the date of initial collection, unless Company is obliged to retain Your Data for longer in accordance with applicable laws or in order to provide further Services to You.

You acknowledge that Company may use and disclose personal information related to the Service in accordance with its Privacy Policy. To the extent that any third-party website accessible through the Service has different privacy practices, terms or conditions, those practices, terms or conditions will be explained at that website and will apply to that website, in lieu of these Terms and our Privacy Policy.

Notwithstanding anything else in the Agreement or otherwise, Company may monitor Your use of Service and use data and information related to Your Data and Your use of the Service in an aggregate or anonymized manner (i.e., Your Data shall not be associated with You), including to compile statistical and performance information related to the provision and operation of the Service. You agree that Company may make such data and information publicly available, and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your Confidential Information. Company retains all intellectual property rights in such data and information to the extent permitted by applicable laws.

24. Termination

You agree that Company may terminate, suspend, or block Your use of all or part of the Service, without liability or refund, if, in Company's sole determination, You have breached these Terms. You agree that upon termination of the Service for any reason, Company may delete all information related to You on or within the Service and may prevent Your continued access to and use of the Service. In order to protect the integrity of the Service, Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Service. You may terminate this Agreement with 30 days written notice to Company, if Company has materially breached this Agreement and you have provided written notice to Company identifying such breach and Company is unable or unwilling to cure the breach within the thirty (30) day notice period. Company may terminate these Terms for convenience with notice. All licenses granted by Company hereunder terminate on termination of these Terms. Terms which by their nature which would reasonably be construed to survive termination shall survive, including 9 (Company Materials and Intellectual Property), 15 (Disclaimers), 18 (Limitation of Liability), 19 (Your Indemnification), 20 (company Indemnification), 21 (Confidentiality), this provision 24, 25 (Feedback), and 28 (Miscellaneous).

25. Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Company relating to modifying or improving the Service ("Feedback"), whether solicited or unsolicited, are non-confidential. Company may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You. You grant to Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

26. Changes to These Terms

Company may change these Terms from time to time. When these changes are made, Company will make a new copy of these Terms available through the Service. You understand and agree that Your use of the Service after the date on which these Terms have changed constitutes acceptance of the updated Terms.

27. Press Releases, Use of logo, Announcements.

Each party will submit to the other party, for its prior written approval, any press release, case study, or any other public statement ("**Press Release**") regarding the transactions contemplated hereunder. Company may use Your name and logo in marketing materials and on its website to identify You as a customer of an IronNet corporate family entity. You hereby grant to Company a limited, non-exclusive license, without right to sublicense, to use the trademarks and logos of You for this limited marketing purpose. If You participate in any partner or marketing program which allows for greater use of marks and greater need for Your participation in public statements or case studies, then the terms of such program shall supersede these restrictions. Company will abide by any standard trademark or logo usage requirements

provided in writing by You. Notwithstanding the preceding, either party may make disclosures as required by law as reasonably advised by legal counsel without the consent of the other party and in such event, the disclosing party will provide at least five (5) business days prior written notice of such disclosure. You shall use reasonable efforts to engage in being a case study if requested by Company

28. Miscellaneous

These Terms shall be governed by, and construed in accordance with, the laws of Virginia. In case any dispute or difference shall arise amongst the parties as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising hereunder or in connection herewith, including any question regarding its existence, validity or termination, such dispute or difference shall be referred to a single arbitrator to be appointed by the parties in dispute or, failing agreement within fourteen (14) days after either party has given to the other party in dispute a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed on the request of either party by the American Arbitration Association and such submission shall be a submission to arbitration in accordance with the Rules of the American Arbitration Association as presently in force by which the parties in dispute agree to be so bound. The place of arbitration shall be Washington, DC and the arbitration shall be conducted wholly in the English language. The award of the American Arbitration Association shall be final and binding upon the parties, and the prevailing party may apply to any court of competent jurisdiction for enforcement of such award. Any party shall be entitled to seek preliminary injunctive relief, if available, from any court of competent jurisdiction pending the constitution of the arbitral tribunal or to enforce or protect any of its intellectual property rights. Any dispute between the parties concerning the validity, scope, enforceability, inventorship or ownership of intellectual property rights shall not be subject to resolution by binding arbitration under this paragraph, and the parties agree that any such dispute shall be resolved in any court of competent jurisdiction, and each party irrevocably hereby submits to such jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

The Service is not available in all languages or in all countries. Company makes no representation that the Service, Company Materials, or Service Items are appropriate or available for use in any particular location. To the extent You choose to access the Service, You do so at Your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These Terms are personal to You and You may not assign them or Your rights or obligations under them to anyone. If any provision of these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Company may assign its rights and obligations, or these Terms, in whole or in part.

The failure of Company to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. No waiver of any term of these Terms by Company shall be deemed a further or continuing waiver of such term or any other term.

You and Company acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between You and Company by Your use of the Service, and neither You nor Company have the power or the authority to obligate or bind the other.

Company shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the Service are for informational purposes only and are not deemed to be part of these Terms.

If Company provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term "including" is used in these Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative only and not a complete list.