

IMPORTANT: PLEASE REVIEW THE FOLLOWING SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, COPYING, DOWNLOADING, OR USING THE SOFTWARE OR SOFTWARE UPDATE. THIS AGREEMENT GOVERNS THE PURCHASE, USE, UPDATE, AND RENEWAL OF USE FOR IDZOR TECHNOLOGIES'S SHADOWWALK SOFTWARE ("IDZOR SHADOWWALK"). BY CLICKING "ACCEPT" AND/OR BY INSTALLING, COPYING, DOWNLOADING, OR USING THE SOFTWARE OR SOFTWARE UPDATE, YOU ARE AGREEING TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU AFFIRM THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE. IMMEDIATELY EXIT THE INSTALLATION PROCESS AND RETURN ALL ACCOMPANYING MATERIALS (INCLUDING ANY DOCUMENTATION) TO THE POINT OF ORIGIN.

1. LICENSE

1.1 Product License(s)

Subject to the terms and conditions set forth in this Agreement, IDZOR TECHNOLOGIES grants the Licensee a non-transferable, non-exclusive, non-sublicensable, revocable, and limited license to:

- a) Access or use one or more copies of IDZOR SHADOWWALK on the number of Devices specified in the agreed Order. This is not a concurrent use license. Each license is tied to a specific Device. A license may only be reassigned when a Device is unenrolled; and
- b) Use the Documentation solely for the purpose of configuring IDZOR SHADOWWALK to the Licensee's specifications in accordance with this Agreement.

The Licensee may allow its Affiliates, and each Licensee and its Affiliates' employees, agents, consultants, or contractors, to access and use IDZOR SHADOWWALK under the Licensee's rights and obligations as set forth in this Agreement (collectively referred to as the "Licensee Parties"). The Licensee is responsible for ensuring that the Licensee Parties comply with this Agreement while using or accessing the Product(s).

1.2 Trial Licenses

IDZOR TECHNOLOGIES may offer Licensee trial licenses to evaluate IDZOR SHADOWWALK and/or beta features ("Trial"). All Trials are governed exclusively by IDZOR TECHNOLOGIES's Trial License Agreement, available at <https://shadowwalk.net/about/legal/shadowwalk-software-trial-terms-of-use/> ("Trial Terms"), as updated periodically by IDZOR TECHNOLOGIES. In the event of any discrepancy or conflict between this Agreement and the Trial Terms, the Trial Terms will govern for Trial periods. The number and duration of Trial licenses offered is subject to IDZOR TECHNOLOGIES's discretion. IDZOR TECHNOLOGIES reserves the right to limit the number of Trials available to the Licensee at any given time.

2. PRODUCT REQUIREMENTS

In order to access or use IDZOR SHADOWWALK or specific features of the Product(s), Licensee acknowledges that they must have an internet connection and appropriate hardware and software that are compatible with the Product(s) as outlined in the Documentation.

3. SUPPORT SERVICES

The support services provided with IDZOR SHADOWWALK are governed by IDZOR TECHNOLOGIES's Service Level Agreement Terms, which are incorporated by reference into this Agreement as **Appendix A**. The level of support provided by IDZOR TECHNOLOGIES will depend on the type of support services purchased by the Licensee. For clarity, any professional services purchased by the Licensee will not be considered part of the support services, and such services will be governed by separate professional services terms entered into by the parties.

4. UPGRADES AND UPDATES

IDZOR TECHNOLOGIES may, from time to time, provide updates or enhancements to IDZOR SHADOWWALK through product upgrades. Any upgraded or updated version of IDZOR SHADOWWALK will remain subject to the terms of this Agreement. Any additional license agreements associated with new features in IDZOR SHADOWWALK will supplement the terms of this Agreement. If IDZOR TECHNOLOGIES releases an upgrade or update, the new version may include different APIs, features, services, and/or functionality compared to the original version. Licensee is responsible for ensuring compatibility of any devices or equipment with these updated versions of IDZOR SHADOWWALK.

5. SUPPORT SERVICES ALIGNMENT

All products within the same instance of IDZOR SHADOWWALK must have the same type and duration of support services. For any additional licenses added to an existing product instance ("Add-on Licenses"), the Licensee may:

- i) Pro-rate the support service period for the Add-on Licenses to coincide with the existing support service period; or
- ii) Purchase an extension of the existing support service period to match the support service duration for the Add-on Licenses.

6. PRICING AND PAYMENT TERMS

6.1 Purchasing through Authorized Partner

If Licensee acquires IDZOR SHADOWWALK or support services through an Authorized Partner (rather than directly from IDZOR TECHNOLOGIES), the Licensee is responsible for making payments directly to the Authorized Partner as per their agreement. Licensee acknowledges that IDZOR TECHNOLOGIES is not a party to the agreement between Licensee and the Authorized Partner and is not liable for any issues arising from that agreement. If the Licensee has any outstanding, undisputed amounts owed to the Authorized Partner that remain overdue, IDZOR TECHNOLOGIES may, at its discretion, suspend the product(s) and support services until payment is received in full.

6.2 Purchasing Directly from IDZOR TECHNOLOGIES

If Licensee purchases IDZOR SHADOWWALK or support services directly from IDZOR TECHNOLOGIES, the terms outlined in **Appendix B** of this Agreement will apply.

7. THIRD-PARTY FEATURES

7.1 Third-Party Features

The Product(s) may include features from third parties ("Third-Party Features"). Unless stated otherwise, enabling these Third-Party Features is not required to use the Product(s). Certain Third-Party Features may be subject to additional fees for activation or use. Licensee acknowledges and agrees that these Third-Party Features are provided "AS IS" or "AS AVAILABLE," without any warranties, liabilities, or obligations, including any assurances regarding interoperability. Any sublicense or access to Third-Party Features will terminate upon the expiration of this Agreement or the corresponding Product(s) licenses. Licensee shall not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works based on any Third-Party Features, which are subject to the same restrictions as those applied to the Product(s) in this Agreement. If these Third-Party Features become unavailable or if the relevant third-party provider stops allowing them to interface with the Product(s), such features will no longer function within the Product(s).

7.2 Location-Based Services

The Product(s) include location-based services ("LBS") that are compatible with devices equipped with GPS receivers or cellular-based location capabilities. These LBS features are powered by Google. By using the LBS features, Licensee consents to IDZOR TECHNOLOGIES and its service providers processing location data, including real-time geographic location and search queries, for providing LBS functionality. Licensee may withdraw this consent at any time by disabling location features on their device. IDZOR TECHNOLOGIES may suspend LBS features if Licensee uses them in an unauthorized or excessive manner, as outlined in the Documentation.

The Terms of Use and Privacy Statement for Google can be accessed at:

<https://policies.google.com/terms>

https://www.google.com/help/terms_maps/

<https://policies.google.com/privacy>

By using LBS features, Licensee agrees that its use is subject to the LBS Terms, which may be updated by the third-party service providers. Licensee is responsible for staying compliant with any updates to these terms.

8. THIRD-PARTY PRODUCTS

The Product(s) may permit integration with certain Third-Party Products. Licensee may choose to use these Third-Party Products at its discretion, and IDZOR TECHNOLOGIES disclaims any liability related to Licensee's use of such products. IDZOR TECHNOLOGIES cannot guarantee the continued availability of these integrations and may discontinue them without providing any refunds, credits, or other compensation to Licensee. The terms of use for any Third-Party Products are solely between Licensee and the respective

third-party provider. Licensee must ensure that their use of the Product(s) complies with the terms of any Third-Party Products. If Licensee uses a Third-Party Product in connection with the Product(s), Licensee grants IDZOR TECHNOLOGIES permission to allow the Third-Party Product and its provider access to Licensee Data as necessary for that integration. Licensee is solely responsible for obtaining the necessary consents and authorizations to share Licensee Data with Third-Party Product providers. IDZOR TECHNOLOGIES is not responsible for any data processing by Third-Party Product providers.

9. RESTRICTIONS

Except as expressly permitted in this Agreement, Licensee shall not:

- a) Allow any third party to access the Product(s) or attempt to gain access to the Product(s) or related systems in a manner not outlined in the Documentation;
- b) License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise make the Product(s), Support Service(s), or Documentation available to any third party;
- c) Decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the Product(s);
- d) Use the Product(s) for anything other than internal use in Licensee's ordinary business operations;
- e) Copy, frame, or mirror any functions, interfaces, graphics, or content from the Product(s), Support Service(s), or Documentation;
- f) Apply any process or procedure to the Product(s) or Support Service(s) to access the source code or other proprietary listings for the Product(s);
- g) Use the Product(s) or Support Service(s) to store or transmit material that is infringing, libelous, unlawful, or tortious, or that violates third-party privacy rights;
- h) Interfere with or disrupt the integrity or performance of the Product(s), Support Service(s), or the data within them;
- i) Send or store Malware in connection with the Product(s);
- j) Use the Product(s), Documentation, or IDZOR TECHNOLOGIES intellectual property in a manner that infringes on any Intellectual Property Rights;
- k) Use or access the Product(s) or Support Service(s) to develop a competing product or service; or
- l) Use the Product(s) on Devices that lack appropriate physical, technical, or administrative security safeguards. IDZOR TECHNOLOGIES disclaims responsibility for enrolling licenses on Devices that do not meet these security requirements.

10. SUGGESTIONS AND FEEDBACK

Licensee grants IDZOR TECHNOLOGIES a royalty-free, transferable, sublicensable, irrevocable, perpetual, and worldwide license to use or incorporate into the Product(s) or Support Service(s) any suggestions, enhancement requests, recommendations, or other feedback provided by Licensee about the operation of the Product(s) or Support Service(s).

11. OWNERSHIP

11.1 IDZOR TECHNOLOGIES Ownership

Except for the limited rights explicitly granted in this Agreement, Licensee does not have any rights, express or implied, regarding the Product(s), Support Service(s), IDZOR TECHNOLOGIES's Confidential Information, or other property of IDZOR TECHNOLOGIES. IDZOR TECHNOLOGIES and its Affiliates retain all rights, titles, and ownership, including all Intellectual Property Rights, in the Product(s), Support Service(s), and Documentation.

11.2 Licensee Ownership

Licensee owns all rights, titles, and interests, including Intellectual Property Rights, in the Licensee Data, except for the limited rights granted in this Agreement.

12. CONFIDENTIALITY

12.1 Definition of Confidential Information

"Confidential Information" refers to all non-public, confidential, or proprietary information disclosed by one party ("Disclosing Party") to the other party ("Recipient"), whether in writing or orally, that is designated as confidential or that should reasonably be understood as confidential due to the nature of the information or the context in which it was disclosed. For clarity, IDZOR TECHNOLOGIES's Confidential Information includes the Product(s). Confidential Information does not include information that:

- a) was already in the Recipient's possession without any confidentiality obligation when disclosed;
- b) became publicly available after the disclosure without the Recipient's breach of this Agreement;
- c) was disclosed to the Recipient by a third party not bound by confidentiality obligations;
- or
- d) was independently developed by the Recipient without reliance on the Confidential Information.

Note: Licensee Data is not considered Confidential Information, and any processing of Licensee Data by IDZOR TECHNOLOGIES will be governed by Sections 13 ("Data Protection") and 14 ("Personal Data") of this Agreement.

12.2 Protection of Confidential Information

- a) The Recipient shall not at any time, other than in accordance with this Agreement:
 - i. disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; provided that the Recipient may disclose the Confidential Information to its directors, officers, employees, agents, consultants, and partners (collectively, the "Representatives") who have a 'need-to-know' for the purposes of this Agreement and are bound by confidentiality obligations that are at least as protective as those within this Agreement;
 - ii. use or copy the Confidential Information for any purpose other than as outlined in this Agreement; or otherwise to the detriment of the Disclosing Party, including reverse engineering or decompiling proprietary products or services.
- b) The Recipient shall protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but not less than a reasonable degree of care.

c) Any reproductions of the Confidential Information by the Recipient shall include all confidentiality notices unless otherwise approved in writing by the Disclosing Party.

12.3 Compelled Disclosure

If the Recipient is required by law to disclose any Confidential Information ("Disclosure Order"), the Recipient shall:

- i. provide prompt written notice to the Disclosing Party, so the Disclosing Party may seek a protective order or other legal remedies at its own expense;
- ii. make reasonable efforts to limit the disclosure to third parties, as permitted by law. If the Disclosing Party requests, the Recipient will assist in opposing the Disclosure Order at the Disclosing Party's cost, to the extent legally allowed.

13. DATA PROTECTION

IDZOR TECHNOLOGIES will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Licensee Data. IDZOR TECHNOLOGIES will follow ordinary industry standards. Unless stated otherwise in this Agreement, IDZOR TECHNOLOGIES will use and disclose Licensee Data only to the extent necessary to provide the Product(s) and/or Support Service(s). IDZOR TECHNOLOGIES will notify Licensee and the corresponding EU member state DPAs promptly (no later than 72 hours) if it becomes aware of any potential or actual breach, unauthorized access, or disclosure of Licensee Data. Upon termination of this Agreement, or at any time upon Licensee's request, IDZOR TECHNOLOGIES will securely destroy or return all Licensee Data in its possession or control, as requested by Licensee.

14. PERSONAL DATA

IDZOR TECHNOLOGIES will process any Personal Data contained within Licensee Data in accordance with IDZOR TECHNOLOGIES's privacy policy, which can be found at: <https://shadowalk.net/about/legal/policies/privacy-Policy/>. IDZOR TECHNOLOGIES will ensure compliance with applicable data privacy laws regarding the processing of Personal Data. However, Licensee is responsible for ensuring that it has the necessary rights and authorizations to collect and process Personal Data using the Product(s) and to provide this Personal Data to IDZOR TECHNOLOGIES for processing under this Agreement. If required by applicable laws, Licensee must ensure that it has a lawful basis for collecting and processing Personal Data, including providing it to IDZOR TECHNOLOGIES. **The Licensee understands and agrees that IDZOR TECHNOLOGIES and its Affiliates may anonymize and aggregate the Licensee Data through irreversible technical and organizational measures. Such processed data shall no longer be capable of identifying or being reasonably linked to any specific natural person by any means, and no re-identification of the original data subject shall be permissible for IDZOR TECHNOLOGIES, its Affiliates or any third party (the "Anonymized Aggregated Data"). Such Anonymized Aggregated Data shall not constitute Personal Data under the General Data Protection Regulation (GDPR) and any other applicable data protection laws and regulations.** IDZOR TECHNOLOGIES may use such Aggregated Data to improve, upgrade, or develop the Product(s) and Support Service(s) and to conduct business

analysis. IDZOR TECHNOLOGIES may share such Aggregated Data with its partners and service providers solely for the limited purposes specified in this section.

15. WARRANTIES AND RESPONSIBILITIES

15.1 IDZOR TECHNOLOGIES Representations and Warranties

IDZOR TECHNOLOGIES represents and warrants the following:

- a) IDZOR TECHNOLOGIES shall provide Support Service(s) as outlined in Clause 3 of this Agreement.
- b) The Product(s) will substantially perform the functions and generally conform to the Documentation ("Product Warranty") for a period of ninety (90) days from the date Licensee begins using the Product(s) ("Warranty Period"). If Licensee identifies a Product Warranty issue, they may notify IDZOR TECHNOLOGIES in writing within the Warranty Period ("Warranty Notice"). Upon receiving the Warranty Notice, IDZOR TECHNOLOGIES will investigate and provide a resolution. If IDZOR TECHNOLOGIES is unable to resolve the issue, Licensee may terminate this Agreement and receive a pro-rata refund of the unused portion of the Product(s) for the remainder of the subscription term.
- c) To the best of IDZOR TECHNOLOGIES's knowledge, the Product(s) do not contain, and IDZOR TECHNOLOGIES will not knowingly introduce, any Malware.

15.2 Licensee Representations and Warranties

Licensee represents and warrants the following:

- a) Licensee is responsible for ensuring compliance with this Agreement by its End Users, Affiliates, or authorized representatives.
- b) Licensee is solely responsible for the accuracy, quality, integrity, and legality of Licensee Data, and for the means by which it acquired the Licensee Data.
- c) Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Product(s), and promptly notify IDZOR TECHNOLOGIES of any such unauthorized access or use.
- d) Licensee will use the Product(s) solely in accordance with the Documentation, this Agreement, and applicable laws, as well as any other information IDZOR TECHNOLOGIES provides.

15.3 Exclusions for Trials

Licensee acknowledges that the Product Warranty does not apply to Trial versions of the Product(s). Product(s) and Support Service(s) provided as part of Trials are provided "as-is" without warranty, to the fullest extent permitted by applicable law.

15.4 Mutual Warranties

Each Party represents and warrants that it has the legal authority to enter into this Agreement.

16. PRODUCT DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE PRODUCT(S) AND SUPPORT SERVICE(S) ARE

PROVIDED "AS IS." IDZOR TECHNOLOGIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IDZOR TECHNOLOGIES DOES NOT WARRANT THAT THE PRODUCT(S) WILL BE ERROR-FREE, UNINTERRUPTED, OR EXACTLY AS DESCRIBED IN THE DOCUMENTATION. THE PRODUCT WARRANTY DOES NOT APPLY TO PRODUCT(S) THAT:

- i) HAVE NOT BEEN USED IN ACCORDANCE WITH THIS AGREEMENT OR THE DOCUMENTATION; OR
- ii) HAVE BEEN ALTERED IN ANY WAY BY LICENSEE OR A THIRD PARTY NOT UNDER IDZOR TECHNOLOGIES'S CONTROL.

17. INDEMNIFICATION

17.1 Licensee Indemnities

Licensee shall indemnify and hold harmless IDZOR TECHNOLOGIES, including its employees, officers, directors, partners, and affiliates, from and against any losses, damages, costs (including attorney fees), fines, and penalties ("Losses") arising from third-party claims related to:

- i) Any alleged or actual violation by Licensee of any law, statute, ordinance, or regulation;
- ii) Any alleged or actual infringement of any patent, copyright, trademark, trade secret, or other Intellectual Property Right of IDZOR TECHNOLOGIES or any third party; or
- iii) Any violation of Section 9 (Restrictions).

17.2 IDZOR TECHNOLOGIES Indemnities

IDZOR TECHNOLOGIES shall indemnify and hold harmless Licensee, including its employees, officers, directors, partners, and affiliates, from and against any Losses arising from third-party claims to the extent caused by IDZOR TECHNOLOGIES's infringement of any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party ("IDZOR TECHNOLOGIES Indemnity").

17.3 The IDZOR TECHNOLOGIES Indemnity obligations shall not apply to claims arising from:

- i) Modifications to the Product(s) made by anyone other than IDZOR TECHNOLOGIES;
- ii) Use of the Product(s) and/or Support Service(s) in a manner inconsistent with the Documentation or in violation of this Agreement;
- iii) Use of the Product(s) in combination with Third-Party Products if the claim would not have occurred without such combination (collectively, "Indemnity Exclusions").

Licensee agrees to indemnify IDZOR TECHNOLOGIES and its Affiliates against any claims, losses, damages, liabilities, costs, and expenses arising from an Indemnity Exclusion.

17.4 If Licensee is enjoined from using the Product(s) or Support Service(s), or if IDZOR TECHNOLOGIES reasonably believes that such an injunction is imminent, IDZOR TECHNOLOGIES shall have the right, at its sole discretion, to:

- i) Obtain for Licensee the right to continue using the Product(s) and/or Support Service(s); or
- ii) Replace or modify the Product(s) and/or Support Service(s) so that it no longer infringes on any third-party rights.

If neither of these solutions is reasonably feasible, the Agreement may be terminated by either Party, and IDZOR TECHNOLOGIES's only liability, in addition to its indemnification obligations, will be to issue a pro-rata refund for any unused prepaid fees.

17.5 Indemnification Conditions

Each Party's indemnification obligations are conditional upon the indemnitee providing the indemnitor with:

- a) Prompt written notice of any claim, detailing the facts of the claim;
- b) Sole authority to settle or defend the claim; and
- c) Reasonable assistance, at the indemnitor's expense, to settle or defend the claim.

Notwithstanding the above:

- d) Failure to provide timely notice shall not relieve the indemnitor of its obligations except to the extent that such delay materially prejudices the indemnitor's defense of the claim; and
- e) The indemnitor shall not settle any claim without the written consent of the indemnitee unless the settlement fully releases the indemnitee from all liability.

The indemnitee also shall have a duty to mitigate any losses related to the claim.

18. LIMITATION OF LIABILITY

EXCEPT IN CASES OF BREACHES OF SECTION 12 (CONFIDENTIALITY), AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 12 (CONFIDENTIALITY) AND ANY LIABILITY ARISING UNDER THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 17.1 (LICENSEE INDEMNITIES) AND 17.2 (IDZOR TECHNOLOGIES INDEMNITIES), EACH PARTY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO IDZOR TECHNOLOGIES FOR THE PRODUCT(S) AND SUPPORT SERVICE(S) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

19. TERM AND TERMINATION

19.1 Term of Agreement

This Agreement begins on the execution date (including when Licensee clicks through the terms) and continues until all Product(s) licenses granted under this Agreement have expired or been terminated. If Licensee uses the Product(s) for a free or trial period and does not purchase an active production license before that period ends, the Agreement will terminate at the conclusion of the free or trial period. Subscription to the Product(s) is valid for the period specified in the accepted Order.

19.2 Termination for Cause

Either Party may terminate this Agreement for cause:

- i) Upon providing ninety (90) days written notice to the other Party of a material breach if the breach remains uncured after the notice period;
- ii) Upon a breach of Section 9 (Restrictions); or
- iii) If the other Party becomes the subject of bankruptcy proceedings or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

19.3 Effect of Termination

Upon the expiration or early termination of the Agreement:

- i) All rights and licenses granted to Licensee will automatically cease;
- ii) Licensee shall certify to IDZOR TECHNOLOGIES that all Product(s) in its possession or control, covered by this Agreement, have been destroyed or removed from Licensee's equipment, and Licensee will cease to use all IDZOR TECHNOLOGIES intellectual property.

19.4 Surviving Provisions

The terms and provisions in this Agreement that are intended to survive based on their nature will remain in effect after the completion or termination of the Agreement.

20. HIGH RISK ACTIVITY

If Licensee uses the Product(s) or Support Service(s) to engage in High Risk Activities, Licensee shall:

- i) Assume full responsibility for all risks associated with such High Risk Activity; and
- ii) Indemnify, defend, and hold harmless IDZOR TECHNOLOGIES and its Affiliates from any claims, demands, actions, or costs arising from Licensee's participation in High Risk Activities.

21. COMPLIANCE

Each Party shall:

- i) Comply with all applicable laws related to anti-corruption, anti-bribery, human rights, and sanctions, and maintain its own policies and procedures to ensure compliance with these laws; and
- ii) Comply with all applicable import, export, re-import, and re-export control laws and regulations.

For clarity, Licensee is solely responsible for ensuring compliance regarding how it chooses to use the Product(s) and Support Service(s).

22. SANCTIONS

Licensee agrees that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software, source code, or technology (including products derived from or based on such technology) received from IDZOR TECHNOLOGIES under this Agreement to any person, entity, or destination prohibited by the laws or regulations of the People's Republic of China, without first obtaining the necessary authorization from the relevant government authorities as required by those

laws and regulations. Licensee's intentional violation of this section will constitute grounds for the immediate termination of this Agreement.

23. GENERAL PROVISIONS

23.1 Relationship of the Parties

The Parties are independent contractors. This Agreement does not create any partnership, agency, joint venture, employment, or franchise relationship between the Parties. There are no third-party beneficiaries to this Agreement.

23.2 Waiver and Cumulative Remedies

Neither the failure nor delay by a Party to exercise any right under this Agreement will be deemed a waiver of that right. Unless expressly stated otherwise, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a Party under law or equity.

23.3 Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond that Party's reasonable control and occurring without that Party's fault or negligence. Performance deadlines will be extended for a period equal to the time lost due to any such delay, provided that the affected Party promptly informs the other Party of the force majeure event and uses reasonable efforts to resume performance as soon as reasonably practicable.

23.4 Applicable Law and Dispute Resolution

- i) The formation, validity, interpretation, performance, modification, termination of this Agreement and all disputes arising out of or in connection with this Agreement will be governed by and construed under the laws of the People's Republic of China (excluding the conflict of laws rules of the People's Republic of China).
- ii) Both parties acknowledge that the aforementioned agreement on governing law shall not exclude the application of the mandatory provisions of the EU General Data Protection Regulation (GDPR), Network and Information Security Directive 2 (NIS2), relevant intellectual property protection laws and regulations, and industry-specific regulatory rules (such as special regulations involving medical care, finance, critical infrastructure, etc.); if there is any conflict between Chinese law and the aforementioned EU mandatory provisions, the EU mandatory provisions shall prevail.
- iii) Any dispute, difference or claim arising out of or in connection with this Contract (including but not limited to disputes related to contract performance, breach of contract, termination, intellectual property infringement, data compliance, etc.) shall first be resolved through friendly negotiation; if negotiation fails, either party shall have the right to submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for resolution.
- iv) The arbitration shall be conducted in accordance with the current effective arbitration rules of CIETAC at the time of applying for arbitration, the place of arbitration shall be Chengdu, China, and the language of arbitration shall be Chinese (unless otherwise agreed by both parties).

- v) The arbitration award shall be final and binding on both parties, and both parties shall voluntarily perform the award, and the arbitration award may be recognized and enforced in other states in accordance with the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) and relevant regulations.
- vi) During the dispute resolution period, except for the disputed matters, other clauses of this Contract shall continue to be performed.

23.5 Assignment

Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, IDZOR TECHNOLOGIES may assign this Agreement in its entirety, without the Licensee's consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such transfer does not directly affect the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement other than as permitted by this Section shall be void and of no effect.

23.6 Entire Agreement, Amendment, Waiver

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, or arrangements between them concerning the subject matter hereof, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or contrary to law, the court shall modify such provision and interpret it in a manner that best accomplishes the original intent, to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in full force and effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Licensee purchase order, or any other order documentation issued by the Licensee, shall be incorporated into or form part of this Agreement, and all such terms or conditions shall be null and void.

23.7 Notice and Communications

Any and all notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been given upon:

- i) Personal delivery;
- ii) Transmission by email with confirmation of read receipt; or
- iii) The third business day after first-class mailing.

Notices intended for IDZOR TECHNOLOGIES should be sent to:

lizhiyong@idzor.net

24. DEFINITIONS

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or

is under common control with either Party. For purposes of this definition, "control" refers to the direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- **"Authorized Partner"** means an entity participating in IDZOR TECHNOLOGIES's partner program that has been authorized by IDZOR TECHNOLOGIES to market and sell the Product(s) and Support Service(s) to the Licensee.
- **"Device"** refers to any computing device or instrument supported by the Product(s).
- **"Documentation"** means all user guides, specifications, manuals, and reference materials for the Product(s) and Support Service(s), which IDZOR TECHNOLOGIES may update from time to time.
- **"End User Data"** means any data or information provided by the End User to IDZOR TECHNOLOGIES in connection with the use of the Product(s) and Support Service(s).
- **"End Users"** refers to personnel or representatives of the Licensee who have been authorized by the Licensee to use the Product(s) and have been provided with user credentials to access the Product(s).
- **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and the Council, dated 27 April 2016, on the protection of natural persons regarding the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including its implementation or adoption under the laws of the United Kingdom.
- **"High Risk Activity"** refers to the use of the Product(s) or Support Service(s) in high-risk activities or strict liability areas, where failure of the Product(s) or Support Service(s) would be reasonably expected to cause death, injury, or severe property or environmental damage. Such activities include the use of the Product(s) or Support Service(s) for nuclear energy equipment, physical security monitoring, air or space traffic control, critical communication systems, public transportation control, or life support devices.
- **"Intellectual Property Rights"** refers to all common law, statutory, and other industrial property and intellectual property rights, including copyrights, trademarks, trade secrets, patents, and other proprietary rights issued, honored, or enforceable under applicable laws worldwide, as well as all related moral rights.
- **"Licensee Data"** refers to all electronic data or information submitted by the Licensee to the Product(s) and Support Service(s), including personal information of the Licensee's personnel or End Users.
- **"Malware"** refers to viruses, worms, time bombs, trojan horses, and other malicious code, files, scripts, agents, or programs.
- **"Order"** refers to the ordering documents under which the Licensee, or the Authorized Partner (if applicable), indicates its acceptance to purchase the Product(s) and Support Service(s) as reflected in a Quote. The Order also includes a Quote signed by the Licensee or the Authorized Partner (if applicable).
- **"Quote"** refers to IDZOR TECHNOLOGIES's system-generated quotation for Product(s) and Support Service(s), including the term, applicable fees, and

quantities.

- **“Personal Data”** refers to information about or relating to an identified or identifiable individual that the Licensee provides or makes available to IDZOR TECHNOLOGIES through the Products and/or Support Services.
- **“Support Service(s)”** refers to the support and maintenance services for the Product(s), as described in Appendix A.
- **“Product(s)”** refers to any proprietary software programs or web-based software application services owned by IDZOR TECHNOLOGIES (including associated offline components, along with any modifications, updates, and new versions made available by IDZOR TECHNOLOGIES). Product(s) does not include Third-Party Features or Third-Party Products.
- **“Process” or “Processing”** has the meaning given under the GDPR, regardless of whether the GDPR applies.
- **“IDZOR TECHNOLOGIES”** refers to the applicable contracting entity set forth in Section 23.4 (IDZOR TECHNOLOGIES Entity and Applicable Law).
- **“Third-Party Products”** refers to any third-party content, online web-based applications, and offline software products, services, or applications that are owned and provided by third parties, and which may interoperate with the Product(s) but are not licensed by IDZOR TECHNOLOGIES.
- **“Third-Party Features”** refers to features made available within the Product(s) by IDZOR TECHNOLOGIES but powered and owned by third-party service providers.

Appendix A – Service Level Terms

1. Services

1.1 Support Services

IDZOR TECHNOLOGIES shall provide Support Service(s) for the Product(s) to the Licensee in accordance with the service level terms incorporated by reference into this Agreement. The applicable service level terms are available at the following link and may be updated by IDZOR TECHNOLOGIES from time to time:

https://shadowalk.net/about/legal/shadowalk_sla/

1.2 Additional Services

If the Licensee purchases services beyond the standard Support Service(s) (“Additional Services”), IDZOR TECHNOLOGIES shall provide such Additional Services in accordance with the applicable service levels, features, and descriptions for those services.

Appendix B – Direct Purchase Terms

The terms set forth in this Appendix B apply only where the Licensee purchases Product(s) and/or Support Service(s) directly from IDZOR TECHNOLOGIES, and not through an Authorized Partner.

1. Purchases

1.1 Quotes

Each Quote issued by IDZOR TECHNOLOGIES shall be valid for the period specified in the applicable Quote. IDZOR TECHNOLOGIES reserves the exclusive right to extend the validity period of any Quote.

1.2 Order Submission

In response to a Quote, the Licensee shall submit an Order electronically containing, at a minimum, the following information: the applicable IDZOR TECHNOLOGIES Quote number, the Licensee's Order number, Product(s) information corresponding to the Quote (including SKU, quantity, price, and term), the Licensee's provisioning email address, and billing and delivery addresses consistent with the Licensee's IDZOR TECHNOLOGIES account.

The Licensee represents and warrants that any individual submitting an Order on its behalf has the authority to do so. Upon IDZOR TECHNOLOGIES's acceptance of an Order, the Licensee agrees to be bound by such Order. For clarity, IDZOR TECHNOLOGIES's acceptance of an Order creates a binding purchase obligation on the Licensee. Any pre-printed or standard terms included in the Licensee's Order documentation shall be null and void and of no force or effect.

1.3 Order Acceptance

No Order shall be binding on IDZOR TECHNOLOGIES unless and until accepted in writing by IDZOR TECHNOLOGIES. IDZOR TECHNOLOGIES reserves the right to reject any Order in its sole discretion. If IDZOR TECHNOLOGIES does not communicate acceptance of an Order within five (5) business days of receipt, the Order shall be deemed rejected. For clarity, issuance of an invoice by IDZOR TECHNOLOGIES constitutes acceptance of an Order.

1.4 Invoice Issuance

Following acceptance of an Order, IDZOR TECHNOLOGIES will issue an invoice to the Licensee via email or through such other electronic delivery methods as IDZOR TECHNOLOGIES may make available.

1.5 Product Delivery

Concurrent with the issuance of the applicable invoice, IDZOR TECHNOLOGIES shall deliver to the Licensee, via email or other electronic means made available by IDZOR TECHNOLOGIES, the license key(s) associated with the Product(s) purchased under the applicable Order.

2. PRICING AND TERMS OF PAYMENT

2.1 Fees

Except as otherwise expressly stated in this Agreement: (i) all payment obligations are non-cancelable, and (ii) all fees paid are non-refundable. Any licenses added partway through a calendar month shall be charged for the entire month in which they are added, as well as for each remaining monthly period in the applicable subscription term.

2.2 Price Adjustments

IDZOR TECHNOLOGIES may adjust its manufacturer's suggested retail prices ("MSRP"), whether by increase or decrease, upon written notice to the Licensee. Notwithstanding the foregoing, Orders submitted prior to the effective date of any price adjustment shall be processed at the prices in effect at the time the Order is submitted. Prices set forth in Quotes issued prior to the effective date of a price adjustment shall remain valid until the applicable Quote expiration date.

2.3 Terms of Payment

The Licensee shall remit payment for each accepted Order within thirty (30) days from the invoice date issued by IDZOR TECHNOLOGIES (the "Payment Date"). Any portion of an invoice remaining unpaid more than thirty (30) days after the Payment Date ("Aged Receivables") shall constitute a material breach of this Agreement, subject to the applicable cure periods for such breach. IDZOR TECHNOLOGIES reserves the right to revoke or suspend the Licensee's account, instance, and/or licenses if the Licensee breaches this Section.

2.4 Penalty on Outstanding Payments

IDZOR TECHNOLOGIES may charge, and the Licensee agrees to pay, a late payment penalty of two percent (2%) of the outstanding invoice balance as of the invoice due date and on the first day of each subsequent month thereafter (equivalent to twenty-four percent (24%) per annum). For clarity, this charge constitutes a penalty and not interest. The Licensee acknowledges and agrees that it is liable for all such penalty charges applied to its account.

2.5 Taxes

All fees are exclusive of taxes. In addition to the amounts payable under each invoice, and excluding taxes based on IDZOR TECHNOLOGIES's net income, the Licensee shall be responsible for and shall pay all applicable state, provincial, federal, or foreign taxes, withholding taxes, levies, duties, or other similar governmental assessments of any kind, including value-added, excise, use, goods and services, consumption, or similar taxes (collectively, "Taxes") imposed as a result of the transactions contemplated by each accepted Order. If IDZOR TECHNOLOGIES is required by law to collect or remit Taxes for which the Licensee is responsible under this Agreement, such Taxes shall be calculated based on the Licensee's address listed on the applicable invoice (which shall be treated as the ship-to address), unless the Licensee provides IDZOR TECHNOLOGIES with a valid tax exemption certificate issued by the appropriate taxing authority.