

Welcome to Blumira! These “Terms of Use” are a legal contract between Blumira, Inc., a Delaware corporation (“the Company”, “us”, “we” or “our”) and you (referred to as “you”, “your” or “user”), as user of Blumira’s proprietary threat detection engine (the “Service”). Please let us know if you have any questions about this policy. Your use of the Service, and these Terms of Use, are subject to either: (i) Terms and Conditions, (ii) Pass Through Terms and Conditions, (iii) a Reseller Agreement, or (iv) the Blumira, Inc. Managed Service Provider Agreement (each referred to herein as the “Master Agreement”) between the entity that provides you with access to the Service (the “Authorized Entity”) and the Company

## 1. PRELIMINARY LEGAL TERMS

- a. Entire Agreement; Modification. The entire agreement between you and the Company is made up of these Terms of Use, the Company’s Privacy Policy <https://www.blumira.com/privacy-policy>, the Master Agreement and any other terms or policies accompanying our Service (collectively, the “Agreement”). These Terms of Use may be updated and modified by the Company from time to time. Those modifications are incorporated as part of these Terms of Use. You will be notified of significant modifications when you use the Service. If you do not accept the modifications to the Terms of Use, your sole remedy is not to use the Company’s Service.
- b. Age. You must be at least eighteen (18) years of age to enter into a contract with the Company and use the Service. In no case are persons under the age of thirteen (13) years old permitted to use the Service.
- c. “Signing” of Terms of Use. You “sign” and accept these Terms of Use by affirmatively consenting to the acceptance of these Terms of Use before you use the Service the first time after you are provided with access by the Authorized Entity.
- d. Authorized Entity Contact. The Authorized Entity has made the Service available for your use. Any questions on these Terms of Use should be directed to Blumira using the information in Section 22 but any questions or comments about intended use of the Service should be directed to the Authorized Entity’s administrator for the Service.

## 2. OUR SERVICE; YOUR ACCOUNT

- a. Our Service; Service Functionality.
  - i. You must conduct yourself appropriately and within the bounds of applicable law when using the Service. Use of the Service is a privilege and not a right. The Company or the Authorized Entity may suspend or deactivate your account or disable access to the Service at any time as set forth in these Terms of Use.
- b. Your Account.
  - i. In order to use the Service, the Authorized Entity will assign an administrator to create an account for you. You promise that: (i) you will be the only person accessing the Service through the account created for you, (ii) you will keep your account password secure, and (iii) you will notify the Company of any suspected breach of security or unauthorized use of your account. You are responsible for all actions that are performed with, by or under your account credentials whether done by you or by others. We are not liable for any damages that result from unauthorized account access or use.
  - ii. If you wish to delete your account, please contact the administrator assigned by the Authorized Entity.
- c. Your Use.
  - i. Your account is not transferable, assignable, or sublicensable to any other party. You obtain no ownership rights in the Service by creating an account. Instead, you are given a license to use the Service solely according to the terms of these Terms of Use and for the purpose intended when the Authorized Entity gave you access to the Service. The license to the Service, and any information regarding your use of the Service, will be valid so long as you and the Authorized Entity remain in compliance

with the terms of these Terms of Use or until your access to the Service is deactivated by the Authorized Entity, in their sole discretion. However, we or the Authorized Entity may retain and use the information about your use of the Service as set forth in our Privacy Policy.

- ii. You are solely responsible for the use of your account, how you use the Service and your interactions with third parties through your use of the Service. In the event you use the Service to access any third party services, you remain subject to the terms of such service. As the Company does not control the policies or practices of any third party applications, services or websites, we encourage you to read (and you must comply with) such application, service or website's terms and policies. The Company is not responsible for your use or misuse of any third party applications, services or websites.
- iii. With respect to your use of the Service, you represent, warrant and covenant that:
  - 1. You are only using the Service in the manner approved by the Authorized Entity and for purposes intended by the Authorized Entity. Your use of the Service is solely for the purposes of providing services to the Authorized Entity.
  - 2. Your use of the Service is not intended to, and may not result in, any unlawful activities. Your use of the Service is itself not an unlawful activity or a solicitation to engage in any unlawful activity under any Applicable Laws. For purposes of these Terms of Use, "Applicable Laws" means those laws, ordinances, rules or regulations related to you, your use of the Service and the functionality of the Service.
  - 3. In connection with your use of the Service, you will not take any action that will or may result in the transmission of any malicious or unsolicited software or any malicious or inappropriate content.
  - 4. You agree not to use any third party data in connection with the Service without appropriate consent or permission. By using the Service in connection with analysis or processing of any data, you agree that such consent or permission has been obtained and can be provided to Company upon request.
  - 5. You agree to comply with all Applicable Laws when engaging in any activity in connection with your use of the Service.
- d. If you violate any representation, warranty or covenant you made above, we or the Authorized Entity can immediately terminate or suspend your use of the Service.
- e. License to Use Service.
  - i. Subject to compliance with Applicable Laws, your use of the Service grants the Company, Authorized Entity, and their affiliates a license to display, distribute, store, transmit, reproduce, modify and otherwise use and reuse all or part of the data gathered in connection with your use of the Service. The license is non-exclusive, fully-paid, royalty-free, worldwide, transferable and for all formats, platforms, devices, modes of transmission, methods of delivery, and media now known or later developed.
  - ii. You may terminate the license you have granted to the Company by removing or deleting (or writing to the Company to remove or delete) information provided in connection with your use of the Service. We, or our third party service providers that have agreed to comply with Applicable Laws, may retain such information until such time as the information is overwritten or deleted or you request that such information should be deleted or corrected.
  - iii. Unless expressly authorized by us in writing, you are not granted permission to copy, frame, embed, or otherwise disseminate aggregated or specific content that the

Company provides to you, including any data or reports generated using the Service, unless such dissemination is to Customer. Your use of the Service must be in conformity with the restrictions in Sections 7 and 8 above.

- f. Company Intellectual Property. The Company and/or its licensors retain ownership of all intellectual property rights relating to the Company, the Service, the Company's trademarks and copyrights, and any Service-related software, data, text, images, graphics, logos, user interface, and videos displayed through the Service. You are authorized to use such materials only as expressly authorized within these Terms of Use. Nothing in these Terms of Use transfers ownership of such rights.

### 3. OPERATION OF THE SERVICE

- a. Integrity of the Service. You agree not to take any action to harm the Company or the Service or interfere with its operation, or access or copy its underlying technology. You agree not to: (i) use any automated system (crawlers, robots, bots, spiders, extractors, etc.) to harm the Service; (ii) circumvent, disable or otherwise interfere with security-related features or digital rights management functions of the Service; or (iii) hack, reverse engineer, or disable any technology at or functionality of the Service.
- b. Network Integrity. Our systems are designed to meet the anticipated needs of our customers, users, and our needs. If we or the Authorized Entity determine that your use of the Service impairs the stability of the Service, we or the Authorized Entity administrator may suspend or terminate your use of the Service.

### 4. TERMINATION

- a. Termination. These Terms of Use, and your rights and the license granted herein, will automatically terminate without notice upon termination of the Master Agreement.

### 5. NO WARRANTY; LIMITATION OF LIABILITY

- a. NO WARRANTY.
  - i. THE SERVICE IS PROVIDED FOR "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
  - ii. You alone are responsible for the decisions, consequences and other actions resulting from your use of the Service, including the decisions made or conclusions resulting from or generated by the Service.
- b. Limitation of Liability for Damages.
  - i. The Service is not intended to be a replacement for robust internal security protocols and is not intended to be a complete defense against or notification system for threats, whether internal or from a third party. The Service is meant to supplement Customer's internal systems, processes and procedures and you agree TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THESE TERMS OF USE, PERFORMANCE OF THE SERVICE OR YOUR USE OF THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING EXPRESS CONTRACT, IMPLIED CONTRACT, NEGLIGENCE, WARRANTY, OR MISREPRESENTATION, AND WHETHER OR NOT THE YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - ii. As used in this section, "Company" includes the Company, its officers, directors, employees, contractors, agents, members, parent, subsidiaries, related business entities, successors, assigns, and clients.

- iii. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THE LIABILITY OF THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND CLIENTS IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
- iv. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## 6. INDEMNIFICATION

- a. Indemnification; Cooperation.
  - i. You acknowledge that your account with the Company and your use of the Service is based upon the truth of the statements, representations, warranties and covenants made by you in these Terms of Use. By agreeing to be bound these Terms of Use, you indemnify, hold harmless, and agree to defend the Company against all damages, losses, judgments, penalties, expenses, costs, and fees (including reasonable attorneys' fees) incurred by, or awarded or assessed against the Company in connection with any third party (including domestic or foreign governments or agencies) assertion inconsistent with the statements, representations, warranties or covenants. This obligation extends to the Company, its officers, directors, employees, contractors, agents, members, parent, subsidiaries, related business entities, successors and assigns. These obligations survive termination of these Terms of Use.
  - ii. In addition to the obligation of indemnification, above, you agree to use your best efforts to assist the Company in the investigation and resolution of any third party claim or assertion inconsistent with your representations and warranties. You agree to provide such assistance promptly upon receipt of notice from the Company of such claim or assertion and at no charge.
  - iii. The terms of Sections 2e and 5 to 6 shall survive termination of these Terms of Use.

## 7. MISCELLANEOUS

- a. The Service is delivered from Ann Arbor, Michigan. These Terms of Use are executed (signed) and performed in Ann Arbor, Michigan. You agree that the Service is based in and delivered from Ann Arbor, Michigan, USA. The Service shall be deemed a passive service that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than Ann Arbor, Michigan. These Terms of Use shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. Any claim or dispute between you and the Company that arises in whole or in part from use of the Service shall be decided exclusively by a court of competent jurisdiction located in Washtenaw County, Michigan.
- b. Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the party's reasonable control, including third party service failures, distributed denial of service (DDoS) attacks, acts of God, bandwidth interruptions, general network outages, earthquake, labor disputes, pandemics, shortages of supplies, riots, war, fire, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. The party affected by an excusable delay shall notify the

other party as soon as possible, but in no event less than ten (10) days from the beginning of the event.

- c. No Implied Waiver. No waiver by the Company shall be implied. Any waiver of any term of these Terms of Use must be in writing and signed by an officer of the Company.
- d. Severability. If any portion of these Terms of Use is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable. The remaining provisions of these Terms of Use will remain in full force and effect.
- e. Time for Bringing Claims. Any litigation or other dispute resolution arising out of or related to these Terms of Use must be commenced within one (1) year after the date of the event giving rise to the claim. Otherwise, such causes of actions are permanently barred.
- f. International Considerations. The Company makes no representations that the Service, or any content available within the Service, is appropriate or available for use in locations other than the United States. Those who access or use the Service from outside the U.S. do so at their own volition and are responsible for compliance with applicable laws.
- g. Notices. The Service is offered by Blumira, Inc., with offices at 206 E Huron St, Ste 106 Ann Arbor, MI 48104 and email: info@Blumira.com. The Company may provide you with notices, including those regarding changes to these Terms of Use, by email, first class mail, or postings on our website. Notice is deemed given upon the earlier of (i) actual receipt, (ii) twenty-four (24) hours after an email is sent, (iii) three (3) days after first class mail is deposited with the U.S. Postal Service, or (iv) thirty (30) days after a notice is posted to our website.
- h. Entire Agreement. The Agreement is the entire agreement between you and the Company relating to the stated subject matter. It can be modified by the parties in a writing signed by both parties, or by a change to these terms as expressly set forth in these Terms of Use.
- i. Nature of Agreement. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. These Terms of Use do not create any right that may be enforced by a third party.
- j. California Users and Residents. By the terms of California Civil Code Section 1789.3, any and all comments, questions or concerns can be addressed and sent to us via certified mail to: Compliance Officer, Blumira Inc. 206 E Huron St, Ste 106 Ann Arbor, MI 48104. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA.