

End-User License Agreement (EULA) for Acutis Cloud Enclave (ACE™)

This End-User License Agreement ("EULA") is a legal agreement between the **"User" or "Customer"**) and **Step Ahead Solutions, Inc. or "Step Ahead"**), the company providing **Acutis cloud enclave (ACE™)** services ("**Provider**"), governing the use of the Acutis Cloud Enclave (ACE™) services and related software provided by the Provider.

By accessing or using the Acutis Cloud Enclave (ACE™) services and software, you agree to be bound by the terms and conditions of this EULA. If you do not agree to these terms, do not use the services and software.

Definitions

a. **"Acutis Cloud Enclave (ACE™)"** refers to a secure cloud computing environment hosted on AWS Cloud and/or Google Cloud Platform provided by the Provider, which includes access to isolated, fully managed and protected resources and data within a virtualized environment.

b. **"Software"** refers to any software applications including productivity suites, cybersecurity applications, cybersecurity awareness training software, libraries, tools, or components provided by the Provider for accessing, securing, training, monitoring and utilizing the Acutis Cloud Enclave (ACE™) Services.

Software License

Subject to the terms and conditions of this Agreement and during the term of this Agreement, Step Ahead hereby grants you a non-exclusive, non-sublicensable, non transferable license to install and use, access, download authorized Software only on a Acutis Workspace ("virtualized desktop image") solely to use the services made available by the Provider as required by the Customer.

Any Software that updates, supplements or replaces the original Software is governed by this Agreement unless separate license terms accompany such update, supplement or replacement, in which case such separate terms will govern in the event of a conflict with this Agreement or as otherwise provided in such separate terms.

License Limitations

The entirety of your rights with respect to the Software, we reserve all rights not expressly granted to you in this Agreement. Without limiting the foregoing, you will not



do, or authorize or permit any third party to do, any of the following without explicit authorization from the Provider-`:

- Distribute, sub-license, sell, assign, or otherwise transfer or make available the Software;
- Use the Software for any purpose other than the Permitted Purpose;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover or re-create the source code for the Software;
- Modify, adapt, alter, improve or create any derivative works of the Software;
- Connect the Software with any other online services or use the Software in conjunction with other software or services not provided by or permitted by Customer;
- Remove, circumvent or create or use any workaround to any copy protection or security feature in or relating to the Software; or
- Remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Software.

User Obligations

You agree to use the Acutis Cloud Enclave (ACE™) Services and Software in compliance with all applicable laws, regulations, and this EULA.

You are responsible for maintaining the confidentiality of any access credentials, account information, and data associated with your use of the Acutis Cloud Enclave (ACE™) Services.

You agree not to:

- Attempt to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software or any part thereof.
- Use the Acutis Cloud Enclave (ACE™) Services for any illegal, unauthorized, or malicious purposes.
- Share, distribute, or sublicense the Acutis Cloud Enclave (ACE™) Services or Software to any third party without the Provider's prior written consent.
- Interfere with or disrupt the operation of the Acutis Cloud Enclave (ACE™) Services or Software.
- Circumvent or attempt to circumvent any security measures or authentication mechanisms provided by the Acutis Cloud Enclave (ACE™) Services.



Intellectual Property

All intellectual property rights in and to the Acutis Cloud Enclave (ACE™) Services and Software are owned by the Provider or its licensors. This EULA does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other intellectual property rights except as expressly stated herein.

Provider may terminate this Agreement at any time, with or without cause, immediately upon notice to you. You may terminate this Agreement canceling your Company Services account opened in connection with your use of the Software and deleting all copies of the Software in your possession or control.

In the event of the termination of this Agreement for any reason:

- the license granted to you in this Agreement will terminate;
- you must immediately cease all use of the Software and destroy or erase all copies of the Software in your possession or control; and
- further, in the event the agreement governing your use of the Company Services with which the Software is used is terminated for any reason, this Agreement will terminate automatically without notice to you.

This EULA is effective until terminated. The Provider may terminate this EULA if you fail to comply with any of its terms. Upon termination, you must cease all use of the Acutis Cloud Enclave Services and Software and destroy any copies in your possession.

Warranty Disclaimer

THE SOFTWARE IS PROVIDED TO YOU AS PART OF THE SUBSCRIPTION AND IS PROVIDED ON AN “AS IS” BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS OR THAT THE SOFTWARE WILL TRANSMIT DATA IN A SECURE MANNER. COMPANY AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF OR INABILITY TO USE THE SOFTWARE. COMPANY AND ITS LICENSORS PROVIDES ANY WARRANTY OR REPRESENTATIONS OF ANY KIND THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, ACHIEVE ANY KIND OF INTENDED PURPOSE, BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEM, OR HAVE ERRORS THAT CAN BE CORRECTED.

Indemnification



You will defend, indemnify and hold harmless Provider and its affiliates, independent contractors, service providers, suppliers, partners, resellers, distributors and consultants, and their respective directors, officers, employees and agents (collectively, the “Provider Parties”) from and against any third party claims, suits or actions and any resulting damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (a) your use of, or inability to use,

Limitation of Liability

IN NO EVENT SHALL ANY OF THE PROVIDER PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED THE COMPENSATION YOU HAVE PAID, IF ANY, TO COMPANY FOR THE SOFTWARE

Governing Law

Unless expressly prohibited by local law, this Agreement is governed by the laws of the State of California, without regard to any conflict of law principles to the contrary. You hereby irrevocably consent to jurisdiction of the state and federal courts located in Santa Clara County with respect to any proceeding regarding this Agreement or the Software. The 1980 UN Convention for the International Sale of Goods or any successor thereto does not apply to this Agreement. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement or the Software except in such courts.

Entire Agreement

This EULA constitutes the entire agreement between you and the Provider concerning the subject matter hereof and supersedes all prior or contemporaneous representations, understandings, agreements, or communications, whether oral or written.

By accessing or using the Acutis Cloud Enclave Services and Software, you acknowledge that you have read and understood this EULA and agree to be bound by its terms and conditions.

Step Ahead Solutions, Inc. | legal@stepaheadsolution.com

