



SOFTWARE LICENSE AGREEMENT

These Software License Agreement ("**Agreement**") are the only terms and conditions that govern the license of the Software (defined below) and provision and sale of the Support Services (defined below) by and between 45 Drives Ltd., a Canadian company ("**45Drives**", "**our**", "**us**", or "**we**") to the customer who ordered the Software pursuant order form, purchase order, quote, purchase agreement, or invoice (the "**Order**") with an authorized reseller ("**Reseller**") of the Software to which this Agreement is linked ("**Customer**" or "**you**").

This Agreement comprises of the entire agreement between the parties related to the Software and Support Services, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1. DEFINITIONS AND REFERENCES

1. "**Customer Data**" means any data that is on behalf of Customer for use within the eligible storage solution.
2. "**Fire Drill**" means a simulated Incident response practice and exercise to test the policies and procedures associated with the incident recovery recommendations.
3. "**Incident**" means the event in which data is encrypted from an Intentional Data Corruption or Ransomware Incident occurs upon the customers storage solution.
4. "**Intentional Data Corruption**" means any method to willingly encrypt digital files within a storage solution for malicious purposes.
5. "**Ransomware Incident**" means a cyber attack in which a hacker or group of hackers infect a computer or network with ransomware, which is a type of malicious software designed to encrypt data on a computer system until a sum of money is paid. The attackers typically demand payment in exchange for the decryption key or a promise to remove the ransomware from the affected system.
6. "**Software**" means the software application suite of server-side ransomware detection and recovery toolset as set forth in an Order.
7. "**Support Services**" means the support services as set forth in an Order.
8. "**Snapshot**" means a point-in-time copy of a Ceph storage cluster or ZFS file system or volume.

All support provided under this Agreement will be provided in the English language.

2. SOFTWARE LICENSE

The Software is licensed by 45Drives, not sold. After you have purchased the license for the Software and have received the Software distribution package, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software on a single server solely for your internal business purposes. You may not duplicate the Software in whole or in part, except that you may make one copy of the Software for backup or archival purposes. Any such copy of the Software: (a) remains 45Drives' exclusive property; (b) is subject to the terms and conditions of this Agreement; and (c) must include all copyright or other proprietary rights notices contained in the original.

Customer agrees that it will not, without the prior written consent of 45Drives: (v) copy, modify, adapt, translate, or create derivative works of the Software, in whole or in part; (w) rent, lease, lend, sell, sublicense, distribute, publish, assign, or otherwise make available the Software to any third-party, in whole or in part; (x) reverse engineer, decompile, decode, or disassemble the Software; (y) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or violates any applicable laws or regulations; or (z) use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the 45Drives' (or its applicable licensor's) commercial disadvantage.

This Agreement shall commence on the effective date set forth in an Order and continue until the expiration of the Support Services (to the extent included with the license or purchased additionally) as set forth in the Order, unless earlier terminated as provided herein. Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to



cure such breach within thirty (30) days after receipt of written notice thereof. If 45Drives terminates this Agreement for Customer's breach, Customer shall immediately cease using the Software, destroy the original and all copies of the Software in whatever form, and certify in writing to licensor that the original and all copies of the Software have been destroyed or returned to 45Drives.

45Drives (and its licensors) reserve all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

3. SUPPORT SERVICES

The Software and Support Services is intended to provide you an additional layer of data security as a storage server-side defense against data loss. When you purchase the Software and Support Services from the Reseller for your Ceph file system Cluster or ZFS file share solution, 45Drives (or Reseller) will provide the standard Support Services and activities as specifically outlined within the Order (for the duration specifically set forth in the Order for such Support Services). Additional Support Services are available for purchase from Reseller, which may include:

- Installation and configuration of the SOFTWARE
- Analysis and tuning of the SOFTWARE
- Instructional guidance
- Fire Drill exercise (if applicable)
- Alerting to the customer platform

4. OUR OBLIGATIONS

During the term of your Support Services, 45Drives (or our licensors) will, in our sole discretion, continue to provide the regular Software update releases against community identified ransomware threats, as dictated by the Support Services purchased. All such updates provided by us to you are deemed Software.

5. INTELLECTUAL PROPERTY; FEEDBACK

Customer acknowledges that, as between Customer and 45Drives (or its licensors), 45Drives (or its licensors) own all right, title, and interest, including all intellectual property rights, in and to the Software and documentation.

If Customer or any of its users, employees, or contractors sends or transmits any communications or materials to 45Drives by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), 45Drives (and its licensors) are free to use such Feedback. Customer hereby assigns to 45Drives (and its licensors) on Customer's behalf, and on behalf of its users, employees, contractors and/or agents, all right, title, and interest in, and 45Drives (and its licensors) are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

6. YOUR OBLIGATIONS

Customer is responsible and liable for all uses of the Software resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its users, and any act or omission by a user that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

Customer is solely responsible and liable for (a) obtaining and installing any and all hardware and equipment used with the Software to the specifications as set forth in the documentation; (b) all Customer Data, including its content and use; and (c) Customer's information



technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

Customer represents and warrants that Customer has all necessary rights and permissions to use Customer Data with the Software and will use all Customer Data in accordance with all applicable laws and regulations. If user personal data is required for our supporting efforts, you must ensure all privacy notices and necessary consents are in place for us to provide the Support Services and any other applicable services.

You may not gift, sell, license, rent, timeshare, transfer, or use the service on behalf of any party other than "the customer" identified in your Order (or assign any of your rights or delegate any of your obligations), for any purpose, without the advance written consent of our authorized supervisor. If you do transfer any 45Drives Software or Support Services to any third party without that consent, in addition to any other remedies we have at law, we will immediately cease providing the license to the Software and Support Services to you and to any third party. Any purported assignment or delegation in violation of this Section is null and void.

You must follow data security best practices, which includes without limitation the following:

1. Ensuring back-ups are successful and free from any viruses, and monitor the same.
2. User Access
 - i. Utilize strong passphrase protection for all storage system user accounts
 - ii. Assign storage system user roles with least privilege access
 - iii. Regularly review permission settings and audit logs to check for unusual activities within their storage solution environment
3. Additional Requirements
 - i. Maintain up to date end-point security, including anti-virus protection
 - ii. Implement change management best practices to changes of your environment
 - iii. Implement recommended 45Drives configurations of the storage system as provided

Any fees, expenses, losses, settlements, and damages resulting from the Ransomware Incident, Intentional Data Corruption, or the reasonable and necessary fees and expenses to restore, recover, or recreate the Customer Data will be incurred by Customer as a direct result of the Incident.

7. DETECTION

45Drives Software methodology may not be able to detect all instances of ransomware, and it is solely intended to provide another layer of security protection, not a guarantee of protection against any and all ransomware attacks.

The Software may not be able to detect ransomware immediately, and will require a small period of time for the Software analysis methods to determine detection. The Software may occasionally flag files or data workflow as potentially being ransomware when they are not, which could result in false positives.

If the system implementing the Software does not have the required hardware or software capabilities the Software may not function as intended. If authorized users take actions that bypass the Software's required access and functionality, the Software may not function as intended.

The Software methodology may not be able to detect ransomware that is highly complex or uses advanced techniques to evade detection. The limitations of the Software methodology may change over time as new types of ransomware are developed or as the methodology is updated.

8. NO WARRANTY; LIMITATION OF REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED "AS IS," AND WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR



STATUTORY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. 45DRIVES MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND SUPPORT SERVICES, OR ANY PRODUCTS, SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WITH RESPECT TO ANY SUPPORT SERVICES, SOFTWARE, DIAGNOSTICS, OR OTHER MATERIALS, SERVICES, OR INFORMATION WE PROVIDE, YOU BEAR THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE FOREGOING.

If the law provides any implied warranties despite the exclusions and limitations in this Agreement, your remedies are limited as determined by us, (a) in the case of Support Services, either to re-performance of the Support Services or to a refund of the price you paid, if any, for the Support Services, and (b) in the case of Software, either to repair or replace the Software or to a refund of the price you paid for such Software. These alternatives are your only remedy for a breach of warranty or condition, even if the remedy fails in its essential purpose.

9. EXCLUSION OF LIABILITY FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES; LOL

IN NO EVENT SHALL 45DRIVES (OR ITS LICENSORS) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT 45DRIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL 45DRIVES' (OR ITS LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (A) THE TOTAL OF THE AMOUNTS PAID TO RESELLER BY CUSTOMER FOR THE SOFTWARE LICENSE OR SUPPORT SERVICES (FOR AVOIDANCE OF DOUBT, EXCLUDING ANY HARDWARE, EQUIPMENT, LABOR, INSTALLATION, OR OTHER FEES) SOLD HEREUNDER IN THE 12 PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$20,000.

10. CUSTOMER INDEMNIFICATION

Customer shall defend, indemnify and hold 45Drives, and its affiliates and subsidiaries, and its and their respective officers, directors, owners, employees, agents, and representatives harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) arising from or otherwise connected with any of the following: (a) negligence or willful misconduct by Customer or its users, employees, or representatives; (b) Customer's or its users' use of the Software in a manner not authorized or contemplated by this Agreement; (c) Customer's or its users' use of the Software in combination with data, software, hardware, equipment, or technology not provided by 45Drives; (d) modifications to the Software not made by 45Drives; (e) an allegation or claim that Customer Data infringes upon or misappropriates any patent, patent application, copyright, trademark, trade dress, trade secret or other intellectual property right; (f) any breach of the terms and conditions of this Agreement by Customer or its users, employees or agents, or (g) any breach of applicable laws or regulation by Customer or its users, employees or agents.

11. DISPUTES

The Agreement shall be construed and governed under the laws of Nova Scotia, Canada, without application of conflict of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in Nova Scotia, Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.



12. FORCE MAJEURE

45Drives shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term or condition of the Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (each a "**Force Majeure Event**"): acts of God; flood, fire, explosion, tornado, earthquake, hurricane or other natural disaster; epidemic, pandemic, viral or bacterial outbreak; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; governmental orders, laws, emergency proclamations, or quarantine restrictions; actions, embargoes or blockades in effect on or after the effective date of the Agreement; action by any governmental authority; national or regional emergency; shortage or unavailability of materials; shortage or unavailability of labor, strikes, labor stoppages or slowdowns or other industrial disturbances; shortage or unavailability of adequate power or transportation facilities; and/or other events (whether or not foreseeable or similar in type or nature to the previously listed Force Majeure Events) beyond the control of 45Drives. 45Drives shall resume the performance of its affected obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

13. MISCELLANEOUS

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Sections: **Section 1** (Definitions), **Section 4** (Intellectual Property; Feedback), **Section 8** (No Warranty; Limitation of Remedies), **Section 9** (Exclusion Of Liability For Consequential, Indirect Or Incidental Damages; LOL), **Section 10** (Customer Indemnification), **Section 11** (Disputes), and **Section 13** (Miscellaneous).