



## TERMS AND CONDITIONS

This 45Drives SnapShield agreement (the "Agreement") is made by 45Drives Inc. ("45Drives") and your company or entity ("Customer"), and describes the terms and conditions for the provision of a SnapShieldRecovery Configuration to Customer for its purchase of an eligible solution (defined below).

### DEFINITIONS AND REFERENCES

1. "45Drives" means to represent 45Drives Inc. and all its affiliates. "We", "our", and "us" mean 45Drives.
2. "45Drives SnapShield" is an application suite of server-side ransomware detection and recovery toolset.
3. "45Drives Partner" means a reseller or distributor of 45Drives in good standing with an active agreement memorializing that relationship accordingly.
4. "Customer" means the entity purchasing the eligible solution from 45Drives directly or through an authorized 45Drives partner. "You", and "Your" mean Customer.
5. "Customer Agreement" means the "Service" described below. "Agreement" mean Customer Agreement.
6. "Customer Data" means any data that is on behalf of Customer for use within the eligible storage solution.
7. "Fire Drill" means a simulated Incident response practice and exercise to test the policies and procedures associated with the incident recovery recommendations.
8. "Incident" means the event in which data is encrypted from an intentional data corruption or ransomware incident occurs upon the customer's storage solution.
9. "Intentional Data Corruption" means any method to willingly encrypt digital files within a storage solution for malicious purposes.
10. "Our ordinary hourly rate" means our hourly rate for services as defined in your purchase order. Any established service support agreements between both parties will supersede our ordinary hourly rate.
11. "Parties" means all entities (us and you) within this agreement.
12. "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.
13. "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.



## SOFTWARE LICENSE

This SOFTWARE is licensed, not sold. After you have purchased the license for the SOFTWARE (SnapShield Ransomware Activated Fuse), and have received the software distribution package, you are licensed to utilise the software on the server installed. 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. You may terminate this license at any time by destroying the original and all copies of the SOFTWARE in whatever form.

Licensee agrees that it will not, without the prior written consent of Licensor, (a) copy, modify, adapt, translate, or create derivative works based on the SOFTWARE; (b) rent, lease, lend, sell, sublicense, assign, or otherwise transfer its rights to the SOFTWARE; (c) reverse engineer, decompile, or disassemble the SOFTWARE; or (d) use the SOFTWARE in any manner that violates any applicable laws or regulations.

This agreement shall commence on the Effective Date and continue until the expiration of the license, 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. Upon termination of this agreement, licensee shall immediately cease using the SOFTWARE and certify in writing to licensor that all copies of the SOFTWARE have been destroyed or returned to licensor.

Licensee shall not distribute or make the SOFTWARE available to any third party, except as necessary for the operation of the SOFTWARE on the licensed servers. Any such distribution or availability shall be subject to the terms and conditions of this agreement, and any third-party recipient shall be bound by such terms and conditions.

## SERVICE

The SnapShield Ransomware Activated Fuse SOFTWARE and service 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 service for your Ceph file system Cluster or ZFS file share solution, 45Drives will provide the following advisory services and activities as outlined within the sale agreement of the SOFTWARE license.

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

Any service provided under the SnapShield will follow our normal service's terms and conditions.

This agreement does not extend to pre-existing Incidents prior to implementation of the Service provided by the Agreement



## OUR OBLIGATIONS

To provide you working SnapShield Ransomware Fuse SOFTWARE with license, as well as service and support as described in sales agreement, 45Drives will continue to provide the licensed customer regular update releases against community identified ransomware threats, as dictated by the licence purchased.

## CONFIDENTIALITY

Customer acknowledges that any ransomware Incident reported to us (45Drives) are considered confidential, and it is understood that this agreement of confidentiality is part of the consideration for this agreement, unless otherwise approved by the Customer.

Upon and after the effective date of this agreement, 45Drives, the Customer, nor their attorneys, or other representatives, will, directly or indirectly, disclose the existence of a ransomware incident or payment pursuant to a reimbursement request to any third parties or publicize in the media other than as specified herein, including but not limited to newspapers, magazines, radio, television, or the internet, except: (a) as necessary to enforce this agreement; (b) as may be required by law, or in order to comply with a lawfully issued subpoena from a court of competent jurisdiction; (c) as reasonably necessary in connection with audits, regulatory or compliance inquiries, or financial or legal due diligence or claims for insurance coverage; or (d) as may be required to the Parties' attorneys and other professional advisors for the purpose of seeking their advice.

## YOUR OBLIGATIONS

You accept the responsibilities imposed by the service terms set out in this agreement.

You may not gift, sell, licence, rent, timeshare, transfer, or use the service on behalf of any party other than "the customer" identified in your purchase order, for any purpose, without the advance written consent of our authorized supervisor. If you do transfer any 45Drives hardware or service to any third party without that consent, in addition to any other remedies we have at law, we will immediately cease providing the service to you and to any third party.



## **YOUR OBLIGATIONS CONTINUED**

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 45Drive 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.

## **SUPPORT**

All post Incident advisory services and activities will be provided at our ordinary hourly rate. Any established service support agreements between both parties will supersede our ordinary hourly rate.

## **DETECTION**

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

SnapShield may not be able to detect ransomware immediately, and will require a small period of time for the SnapShield analysis methods to determine detection. SnapShield 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 SnapShield Ransomware Activated Fuse SOFTWARE does not have the required hardware or software capabilities, SnapShield may not function as intended. If authorized users take actions that bypass the SnapShield SOFTWARE's required access and functionality, SnapShield may not function as intended.



## **DETECTION CONTINUED**

45Drives SnapShield methodology may not be able to detect ransomware that is highly complex or uses advanced techniques to evade detection. The limitations of the 45Drives SnapShield methodology may change over time as new types of ransomware are developed or as the methodology is updated.

## **ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement between you and us with respect to the advisory services provided to you and shall prevail, notwithstanding any different, conflicting, additional, or other terms. Only authorized officers of 45Drives are permitted to alter or modify the terms and conditions of this agreement.

## **NO WARRANTY**

To the maximum extent permitted by law, the advisory 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. With respect to any advisory services, software, diagnostics, or other materials, or information we provide, you bear the entire risk of the advisory services' quality and performance.

## **LIMITATION OF REMEDIES**

If the law provides any implied warranties despite the exclusions and limitations in this service agreement, your remedies are limited as determined by us, in the case of advisory services, either to re-performance of the services or to a refund of the price you paid, if any, for the advisory services. These alternatives are your only remedy for a breach of warranty or condition, even if the remedy fails in its essential purpose. All remedies shall not exceed the efforts of the purchased prices of the license at our ordinary hourly rate.



## **EXCLUSION OF LIABILITY FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES**

Where the exclusion or limitation of liability for incidental or consequential or indirect damages is permitted by law, we will not be liable to you, or any other party for any consequential, special, direct, indirect or incidental damages, including, but not limited to loss of profits, theft of data, loss of data, or loss of business, by reason of any matter related to this service agreement, any advisory services, or any other materials or information that we provide, even if we were advised of the possibility of such damages or they were foreseeable.

You will defend and indemnify us for any and all damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees), arising out of, or in any way related to, your direct or indirect failure to meet the requirements of this agreement or comply with applicable laws, and you will promptly provide us with proof of insurance coverage upon request. You hereby release us from all damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees), in connection with any claim, action, audit, suit, investigation, or other proceeding related to your failure to meet such requirements, or to otherwise comply with applicable law.

## **SEVERABILITY**

If any provision of these terms and conditions should be held at arbitration or by a court of competent jurisdiction to be contrary to law, then such provision shall be severable with the remaining provisions remaining in full force and effect.

## **DISPUTES**

We hope we never have a dispute, but if we do, you and we agree to try for sixty (60) days to resolve informally. If we cannot, the laws of Nova Scotia, Canada apply and will govern. Any dispute by arbitration or otherwise shall take place in Nova Scotia, Canada.

## **DISPUTES**

Both you and we shall act in good faith and utilize best efforts to negotiate a resolution of any dispute, whether pre-existing, present or future, arising under, in connection with or related to this Agreement. Any such dispute which is not resolved shall be finally settled under the Commercial Arbitration Act, S.N.S.1999, c. 5.