

Cyberhaven, Inc.
Enterprise Terms

These Cyberhaven Enterprise Terms (this “**Agreement**”), dated _____, 202__ (the “**Effective Date**”), is by and between Cyberhaven, Inc. (“**Cyberhaven**”), and _____ (“**Customer**”). The parties hereby agree as follows:

- 1) **Order Forms; Product License.** For each Order Form completed between Customer and Cyberhaven (or, in the case of a purchase through an authorized Cyberhaven reseller, the order form between Customer and the authorized reseller), subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Cyberhaven Order Form) Cyberhaven grants Customer a limited, non-exclusive, non-transferable license to access and use the Cyberhaven product(s) specified in such Order Form (collectively, the “**Product**”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Cyberhaven’s applicable official user documentation for such Product (the “**Documentation**”).
- 2) **Additional Services.** The parties may agree to have Cyberhaven perform certain additional services (e.g., implementation, training, or installation services in connection with a Product, etc.) (“**Additional Services**”), by describing such Additional Services and any fees therefor on (i) an Order Form, or (ii) on a separate, mutually-executed Statement of Work which references this Agreement (each, an “**SOW**”, which upon mutual execution, will be incorporated into and form a part of the Agreement). Upon payment of any applicable fees set forth in each Order Form and SOW (which shall be paid in accordance with Section 6 or 7), Cyberhaven agrees to use reasonable commercial efforts to provide the Additional Services described therein for the term specified therein (if any). If Cyberhaven provides Additional Services beyond those agreed in an Order Form or SOW (including, without limitation, in excess of any hours estimated set forth therein), Customer will pay Cyberhaven at its then-current hourly rates for consultation.
- 3) **Support; Service Levels.** Subject to Customer’s payment of all applicable fees, Cyberhaven will provide support for each Product in accordance with the support terms set forth in the attached Exhibit A.
- 4) **Product Updates.** From time to time, Cyberhaven may make upgrades, patches, enhancements, or fixes for the Products generally available to its customers without additional charge (“**Updates**”), and such Updates will become part of the applicable Products and subject to this Agreement; provided that Cyberhaven shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Cyberhaven may cease supporting old versions or releases of the Products at any time in its sole discretion; provided that Cyberhaven shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.
- 5) **Ownership; Restrictions; Feedback.** As between the parties, Cyberhaven retains all right, title, and interest in and to the Products, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Cyberhaven for the purposes of this Agreement, including any copies, improvements, modifications, and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “**Products**” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Cyberhaven with respect to the Products (“**Feedback**”). Cyberhaven acknowledges and agrees that all Feedback is provided “**AS IS**” and without warranty of any kind. Customer shall, and hereby does, grant to Cyberhaven a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will

impair Cyberhaven's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute, so long as Cyberhaven does not use or reference Customer's Confidential Information or Customer Data in the development of such products, software, or technologies.

- 6) Authorized Reseller Purchase. If Customer purchases the Products through a Cyberhaven authorized reseller, then terms regarding invoicing, fees, and taxes shall be as set forth between Customer and Reseller. Applicable fees shall be paid directly to such Reseller and Section 7 of this Agreement shall not apply. Notwithstanding the foregoing, all Fees paid for Cyberhaven's Products are non-refundable, not subject to set-off, and subject to the excess usage terms set forth in this paragraph. If Customer exceeds any endpoint user or endpoint usage limitations set forth on an Order Form, then (i) Cyberhaven shall invoice Reseller and Customer for such additional endpoint users and/or endpoint usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Cyberhaven's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews, such renewal shall include the additional fees for such excess endpoint users and endpoint usage.
- 7) Direct Purchase Fees; Payment. For Customers purchasing Cyberhaven Products directly from Cyberhaven, Customer shall pay Cyberhaven fees for the Products and Additional Services at the endpoint users and/or endpoint usage as set forth in each Order Form and SOW ("Fees"). Unless otherwise specified in an Order Form or SOW, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Customer shall be responsible for all taxes associated with the Products and Additional Services (excluding taxes based on Cyberhaven's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) Cyberhaven shall invoice Customer for such additional endpoint users and/or endpoint usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Cyberhaven's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews, such renewal shall include the additional fees for such excess endpoint users and endpoint usage.
- 8) Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of any Product (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on any Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to any Product; (iv) use any Product for the benefit of a third party, or for benchmarking or 'service bureau' purposes; (v) remove or otherwise alter any proprietary notices or labels from any Product or any portion thereof; (vi) use any Product to build an application, product or service that is competitive with any Cyberhaven product or service; (vii) interfere or attempt to interfere with the proper working of any Product or any activities conducted on any Product; or (viii) bypass any measures Cyberhaven may use to prevent or restrict access to any Product (or other accounts, computer systems or networks connected to any Product); or (ix) use any Product in a manner that violates applicable laws or regulations. Customer (a) shall use all Products in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Products (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use any Products in a manner that violates any third-party intellectual property, contractual or other proprietary rights.

9) Confidential Information.

- a) The term “Confidential Information” means any information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and customer information (including Customer Data); pricing, forecasts, strategies and product development plans; and/or the terms of this Agreement. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.
- b) The Receiving Party agrees: (i) not to disclose Confidential Information to any third person other than those of its employees, contractors, advisors, investors and potential acquirers (“Representatives”) with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party’s Confidential Information, and (ii) to use such Confidential Information solely as reasonably required in connection with the Products and/or this Agreement. Each party agrees to be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to contest such disclosure. The parties agree that Aggregate Anonymous Data is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.
- c) Each party agrees that, upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party, or provide written certification of the destruction of, all Confidential Information of the Disclosing Party, including all Confidential Information contained in internal documents, without retaining any copy, extract or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information solely to the extent necessary for purposes of such party’s ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained.

- 10) Customer Data. For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, created, or submitted by Customer to Cyberhaven in the course of using such Product. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Cyberhaven, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Cyberhaven shall use commercially reasonable efforts to maintain the security and integrity of the Products and the Customer Data. Customer is responsible for the use of the Products by any person to whom Customer has given access to the Products, even if Customer did not authorize such use. Customer

agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Cyberhaven may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Products to Customer, (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Cyberhaven's business purposes (including without limitation, for purposes of improving, testing, and/or operating Cyberhaven's Products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Cyberhaven in connection with Customer's use of the Products, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

- 11) AI Services and Training of Large Language Models. Subject to the provisions of this section, if Customer orders Cyberhaven Products containing AI Services, Cyberhaven may modify Customer Data to provide the AI Services and, if applicable, use Customer Data to train Large Language Models as may be made available to Customer, provided that Cyberhaven will: 1) maintain the confidentiality and security of all training data and data generated by the AI Services, 2) not combine Customer Data with the data of Cyberhaven or any of its other customers, 3) not use Customer Data to train models for person or entity other than Customer, 4) limit the retention of data to the duration necessary for the outlined purposes, and 5) upon thirty (30) days' written notice from Customer during the Term, allow Customer to discontinue to the use of that portion of Cyberhaven Product using AI services, in which case, Cyberhaven will discontinue use of Customer Data for AI training purposes, delete Customer Data used to train the AI services, and discontinue Customer's access to Cyberhaven's AI services. If Customer notifies Cyberhaven it intends to discontinue using that portion of Cyberhaven Product using AI services, Cyberhaven shall not use Customer Data to train Large Language Models or similar AI-based services; Customer acknowledges that the foregoing exclusion will preclude access to some features of Cyberhaven's Products and acknowledges and agrees that such preclusion does not violate the terms of this Agreement.
- 12) Personal Data. In this Section, the terms "personal data," "data processor," "data subject," "process and processing" and "data controller" shall be as defined in the applicable Data Protection Laws. For the purposes of the Data Protection Laws, as between Customer and Cyberhaven, the parties agree that Customer shall at all times be the data controller and Cyberhaven shall be the data processor with respect to the processing of Customer Personal Data in connection with Customer's use of the Products. Solely if and to the extent Cyberhaven is processing personal data that is contained in Customer Data on Customer's behalf, then the parties shall execute a data processing agreement, including the Standard Contractual Clauses, to apply to such processing. As the data controller of Customer Personal Data, Customer represents and warrants to Cyberhaven that its provision of personal data to Cyberhaven and instructions for processing such personal data in connection with the Products shall comply with all Data Protection Laws. "Data Protection Laws" means all mandatory laws applicable to the processing of personal data under this Agreement.
- 13) Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date of (or set forth on) such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) shall automatically renew for successive renewal terms of equal length to the Order Form Initial Term (each, an "Order Form Renewal Term") unless either party provides written notice of non-renewal (email to suffice) to the other party at least sixty (60) days prior to the expiration of the then-current Order Form Term. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Cyberhaven may suspend or limit Customer's access to or use of a Product if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of such Product results in (or is reasonably likely to result in) damage to or material degradation of such Product which interferes with Cyberhaven's ability to provide access to such Product to

other customers; provided that in the case of subsection (ii): (a) Cyberhaven shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Cyberhaven shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Cyberhaven shall reinstate Customer's use of or access to such Product, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

- 14) Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Products infringes, violates, or misappropriates any third party intellectual property or proprietary right, or (ii) in the case of Cyberhaven as Indemnitor, the Products infringe, violate, or misappropriate any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (a) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (b) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (c) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Cyberhaven do not apply with respect to any Products or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Cyberhaven (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Customer, (iv) combined with other products, processes or materials not provided by Cyberhaven (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Products is not strictly in accordance herewith. If Cyberhaven receives information about an actual or alleged infringement or misappropriation claim that would be subject to indemnification rights set forth in this Section, Cyberhaven shall have the option, at its expense, to: (a) modify the Products to be non-infringing; or (b) obtain for Customer a license to continue using the Products. If Cyberhaven determines it is not commercially reasonable to perform either of the above options, then Cyberhaven may at its option elect to terminate the license for the Products and refund the unearned portion of any pre-paid subscription Fees, prorated on a monthly basis.
- 15) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS AND ADDITIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- 16) Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO CYBERHAVEN HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

17) **Export Control and Corruption.**

- a) Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Cyberhaven employee or agent in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will promptly notify Cyberhaven.
- b) Export. Notwithstanding anything else in this Agreement, Customer may not use, or provide to any person or export or re-export or allow the export or re-export of, the Products or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represents that it is not named on any U.S. government denied-party list. Customer and users shall not access or use the Products in a U.S. embargoed country.

18) Government Customers. If Customer is a Federal government entity or agency, the Products (including the Software) are “commercial items” as that term is defined at FAR 2.101. If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. This Section is in lieu of, and supersedes, any other FAR, DFARS, DEAR or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. Capitalized terms used in this Section are defined in the applicable FAR or DFARS.

19) Miscellaneous. This Agreement, Order Form, SOW (if applicable), Data Protection Agreement, and Business Associate Agreement (if applicable) represents the entire agreement between Customer and Cyberhaven with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Cyberhaven with respect thereto. In the event of a conflict between this Agreement and any other contractual documentation between the Parties related to the subject transaction, this Agreement shall take precedence (unless such Addendum or Order expressly states an intent to override or modify the conflicting term). The Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to (i) for Cyberhaven, 2261 Market Street, Ste 86304, San Francisco, CA 94114-1612, USA (ATTN: Legal), with a copy to: legal@cyberhaven.com, and (ii) for Customer, the address provided by Customer on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein,

no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Cyberhaven may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the last date indicated below (the "Effective Date"):

CYBERHAVEN, INC.

Customer Name: _____

Signature: _____

Signature: _____

Print Name: Rebecca Szetela

Print Name: _____

Title: VP of Legal

Title: _____

Date: _____

Date: _____

Email Address for notifications: _____

Exhibit A: Service Level Agreement

This document describes the Cyberhaven Support SLA and Matrix

Support SLA

Cyberhaven is a fully managed cloud service that runs on Google Cloud Platform and offers 24/7/365 availability and SLAs exceeding 99.9% uptime. Based on that, Cyberhaven will use commercially reasonable efforts to make all its services available with an uptime of 99.8% of each calendar month. This excludes cases like Internet problems, force majeure or factors outside Cyberhaven control, such as third party systems issues, customer equipment or network issues, or scheduled maintenance or reasonable emergency maintenance. Support can be contacted by emailing: support@cyberhaven.com or by accessing the Cyberhaven Support Portal which gives you 24/7 self-service access to technical tips, frequently asked questions, and up-to-date product documentation, along with the ability to open new support requests. Support is available from 7AM - 7PM EST.

Support Services

Services Provided	Description
Dedicated Personnel for all ticket submissions to our support portal	• SLA's prioritized for Critical, High, Medium, and Low initial response back to our customers • Confidence our support team is familiar with your needs and environment • Continuous updates from our support team for any unresolved issues
Support resources to manage all issues that need escalation to our backline resources	• Daily updates back to our customers from our development team on the progress of issues we are trying to reproduce or when a fix may be available • Ability to set up a call and have direct access to the development team for any urgent issues that require immediate attention • Weekly updates regarding bugs and future planned fixes
Access to our support portal	• Entry point to browse all available Cyberhaven documentation on our product • Access to submit various ticket types to our Cyberhaven Support Team • Ability to self-check on the status of any issue(s) you have submitted to the Cyberhaven Support Team and provide further information or updates as needed

Ability to enter new feature requests to improve the Cyberhaven platform	• Ability to request new features be added to improve your experience with Cyberhaven • Have access to track all feature requests you submitted for future version releases
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Support Matrix

Severity	Description	Target initial response	Target resolution time
Critical	Cyberhaven sensors are causing significant impact on multiple end-user endpoints or cloud services (crashes, critical performance issues, etc.)	2 hours during normal business hours	2 business days
High	Cyberhaven dashboard is down or unusable, intermittent application or system crashes, etc.	4 hours during normal business hours	5 business days
Medium	Cyberhaven operational issues (e.g., improper event detection, data corruption in the Cyberhaven dashboard)	1 business day	15 business days
Low	Cosmetic errors for which do not substantially impact Cyberhaven operations or feature requests.	1 business day	30 business days