

TERMS AND CONDITIONS

Cyex OÜ (registry code 14631885) is a company incorporated under the laws of Estonia, and has a registered address at Tallinn, Mere pst 8-54, 10111 Estonia; Tax ID: EE102164226, (the "Provider"). It provides services to end-users registered in the Cyex Platform, who shall conform with the following terms and conditions:

1. DEFINITIONS

- 1.1. Account – the central means of access to the non-public parts of Cyex Platform and for using the Services, which includes the user's personal profile and is used to identify the user as well as to provide the user with a) a simulation surface where he/she can practice and get feedback based on the performance; b) the management dashboard and reporting (permission needed); c) the simulation creator platform (permission needed); d) user management (permission needed).
- 1.2. Confidential Information – any information relating to a Party that a Party receives in connection with concluding the Agreement or using Cyex Platform or Services and (a) that is marked, or at the time of disclosure is otherwise designated, as being confidential or (b) that would be regarded as confidential or commercially sensitive by a reasonable business person; without prejudice to the above, information concerning: (a) non-public parts of Cyex Platform and Services, including computer programs, methods of processing, program design and structure of Cyex Platform and the interaction and unique programming techniques it employs; (b) all information or data concerning the discovery, invention, research, improvement, development, manufacture, or sale of Cyex Platform and Services; (c) the Provider's financial data (including prices, sales costs, net income, profits, pricing methods etc.); (d) the Provider's business operations and processes (including the structure of the organization, type of personnel, working methods, information systems used etc.); (e) any information obtained through access to the Cyex Platform, which, if not otherwise described above and is of such a nature that a reasonable person would believe it to be confidential or proprietary; and (f) other valuable trade secrets and know-how, which is proprietary and confidential property of the Provider, including unique knowledge, experience, skills and competence about Cyex Platform and Services, which have actual or potential commercial value because it is not known to third persons. The following shall not be considered Confidential Information: (a) any information which is or in future comes into the public domain (unless as result of the breach of the Agreement); (b) any information which is already known to the receiving party and which was not subject to any obligation of confidence before it was disclosed to the receiving party by disclosing party; (c) is disclosed to the receiving party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing party; or (d) was independently developed (by personnel having no access to Confidential Information) by the receiving party as proven by the records of the receiving party at least in a format which can be reproduced in writing (e.g., e-mail, etc.).
- 1.3. Cyex Platform – an integrated software solution for awareness raising. Cyex Platform includes the Cyex Platform web site at <https://cyex.io>, its subdomains and domains with identical names under other top domains, as well as all web documents, software, hardware, databases, interfaces, connected media, documentation, updates, version upgrades, and other related components or materials that make up or contribute to the features and functionality of Cyex Platform, including any data, documents, works and other materials added by the Provider.
- 1.4. Development – development of additional features or functionality to Cyex Platform or the Services, integration of Cyex Platform with third party systems or technologies, and customization of Cyex Platform for its customer's needs.
- 1.5. Services – any services provided or made available by the Provider via Cyex Platform or relating thereto in accordance with Service Agreement and its Annexes and other terms, if applicable. Cyex Platform is a browser-based platform in which employees acquire cyber security related knowledge by executing situational exercises. In order to achieve this, individuals appointed by the end-user gain access to the graphic elements that are suitable for identifying cyber security risks. If required, the situation editor is also available through this platform. Cyex Platform is a modular platform, consisting of the following elements (depending what is agreed within the Price

Offer): Training Center, Assistant, VR Assistant, Overview Center, and Exercise Editor. These elements become available depending on the Price Offer.

- 1.6. Support – additional services provided to the Provider's customers by the Provider, such as but not limited to supporting Cyex Platform configuration, administrative support, auditing, training, consultations, processes mapping and optimization.

2. CONDITIONS OF USE

- 2.1. Subject to all limitations and restrictions contained herein, Provider grants the end-user a non-exclusive and non-transferable subscription right to access and use Cyex Platform and Services.
- 2.2. The end-user understands and agrees that Provider uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run Cyex Platform and Services. The minimum requirement of the information environment for using the Cyex Platform is the following: supported browsers (at least two versions issued not later than in six months): Microsoft Edge, Mozilla Firefox, Google Chrome; screen resolution: minimum 1024x768; Internet download capacity: minimum.
- 2.3. The end-user may not sell, modify, re-use, re-sell, distribute, reproduce or make any other use of Cyex Platform or Services.
- 2.4. The end-user may not reverse engineer, decompile or disassemble Cyex Platform and Services or modify another website so as to falsely imply that it is associated with Cyex Platform or Services.
- 2.5. No ownership or exclusive copyrights to Cyex Platform or Services are granted to the end-user through the use of Cyex Platform or Services.
- 2.6. The end-user understands that Provider reserves the right to monitor the use of Cyex Platform or Services by using own or third party provided tools.
- 2.7. Provider has the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via Cyex Platform or Services.
- 2.8. The end-user understands that Provider reserves the right to suspend or terminate the end-user's use of the Cyex Platform or Services, if the end-user violates the Agreement.
- 2.9. The Provider strives to constantly innovate and make every reasonable effort to improve and enhance the technical structure, security, availability, content, features and functionality of Cyex Platform, to keep it up to date with the latest technologies and to introduce new Services.
- 2.10. The Provider wishes to offer the best user experience with Cyex Platform and the Services. For maximizing the user experience, the recommended technical requirements should be followed. The end-user is aware that if the Technical Specifications are not met, the content, features and functionality of Cyex Platform and Services may be limited.
- 2.11. The end-user acknowledges that although Cyex Platform is optimized to mobile devices the content, features and functionality of Cyex Platform and Services may be limited in them.

3. ACCOUNT

- 3.1. In order to use the full content, features and functionality of the public and non-public parts of Cyex Platform and Services, the end-user needs to register or to be registered by other party. This process can be done in the following ways:
 - 3.1.1. The user can create an own Account.
 - 3.1.2. If the end-user's employer has a valid Contract:
 - 3.1.2.1. The Provider offers an import service. Choosing this option, the employer must use a pre-defined data structure and format.
 - 3.1.2.2. The Provider offers SSO service that may the employer utilizes.
- 3.2. Each Account is personalized to a specific individual and may not be shared between multiple users. An Account is valid until the termination of the Agreement.

- 3.3. The end-user shall immediately notify the Provider of (a) any abuse of an Account; (b) the loss of the credentials to an Account (username, password, email address, security questions, etc.); and (c) the unauthorized disclosure, use and distribution of said credentials by or to third parties.

4. INTELLECTUAL PROPERTY

- 4.1. Cyex Platform and Services, as well as any of its content, features and functionality, and any parts and elements thereof are or may be protected by copyright, trademark, design, patent, trade secret and other intellectual property or other proprietary rights (“IPR”) under applicable laws. All IPR and any other rights, title and interest in and to Cyex Platform and the Services are owned by the Provider, its employees, its contractual partners and/or third parties. The Institution’s use of Cyex Platform and the Services does not grant the end-user any IPR or any other rights, title or interest therein or related thereto, except as expressly agreed otherwise in the Agreement.
- 4.2. The ownership to Developments and content created inside the Cyex Platform (including but not limited to the content material created by the end-user, including but not limited to the simulation content, multimedia content) shall belong to the Provider, except for a content that the end-user or his or her employer has previously purchased from a third party or created for own purposes. Using such a content, which is exempted from the ownership of the Provider, the Provider has to be informed the Provider in advance, in sufficient detail, and in writing.
- 4.3. The end-user hereby assigns to the Provider with full title guarantee all future intellectual property rights (including patents, copyright and related rights) and inventions related to the Developments and content created inside the Cyex Platform.
- 4.4. To the extent it is impossible as a matter of law to transfer the intellectual property rights specified above to the Provider, end-user hereby grants to the Provider, to the maximum extent possible under law, an exclusive, transferable, fully paid-up, world-wide and unlimited right (license) to use, exploit and exercise such intellectual property rights for the whole period of their validity.
- 4.5. The end-user shall exercise its rights in a way that does not hinder the Provider in exercising the rights that have been transferred or licensed to it hereunder.

5. FEES AND PAYMENT

- 5.1. The Demo environment is available freely.
- 5.2. Otherwise, the fees for the provision of Cyex Platform and Services are stipulated in a separate Contract.

6. DATA PROTECTION

- 6.1. In the Demo environment, the Provider is the data controller. The data privacy statement is available here.
- 6.2. Otherwise, the end-user’s employer is responsible for notifying its employees and/or other physical people using Cyex Platform and Services about their rights as data subjects according to the binding international and national laws (of the country of the employer) and the employer’s practice. The employer shall inform the Provider about the Provider’s additional obligations raising from the national law (of the country of the employer). In this case, personal data processing is carried out according to the standard Data Processing Agreement.

7. CONFIDENTIAL INFORMATION

- 7.1. The end-user shall not disclose the Confidential Information of the other Party to third persons. A Party may disclose the Confidential Information: (1) if required under laws and regulations or by public authorities (2) to its advisors, accountants, and other professionals; (3) if the other Party has consented to such disclosure.

8. DISCLAIMER OF WARRANTIES

- 8.1. Cyex Platform and Services are provided on an “as is” and “as available” basis, without warranty of any kind. Without limiting this, Provider expressly disclaims all warranties, whether express, implied or statutory, regarding the Cyex Platform and Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

- 8.2. Provider does not warrant that Cyex Platform or Services will meet the end-user's requirements; that Cyex Platform or Services will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of Cyex Platform or Services is accurate, reliable or correct; that any defects or errors will be corrected; that Cyex Platform or Services will be available at any particular time or location; or that Cyex Platform or Services are free of viruses or other harmful components. The end-user assumes full responsibility and risk of loss resulting from the use of the Cyex Platform or Services.

9. LIMITATION OF LIABILITY

- 9.1. The Provider's liability under the Agreement is limited to direct damages only. To the maximum extent permitted by applicable laws and regulations, the Provider is not liable to the end-user or any third party for the loss of profit, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from
- 9.1.1. the use or inability to use Cyex Platform or Services;
 - 9.1.2. any modification, price change, suspension or discontinuance of Cyex Platform or Services;
 - 9.1.3. Cyex Platform or Services generally or the software or systems that make Cyex Platform or Services available;
 - 9.1.4. unauthorized access to or alterations of transmissions or data;
 - 9.1.5. statements or conduct of any third party on Cyex Platform or Services;
 - 9.1.6. any other user interactions that the end-user inputs or receives through the use of Cyex Platform or Services; or any other matter relating to Cyex Platform or Services.
- 9.2. Provider's liability is limited whether or not Provider have been informed of the possibility of such damages and even if a remedy set forth in the Agreement is found to have failed its essential purpose. Provider will have no liability for any failure or delay due to matters beyond its reasonable control. However, the maximum liability of Provider is limited to the amount that is equal to the fee paid by the end-user to Provider in the three months preceding the event resulting in the Provider's liability.

10. RELEASE AND INDEMNIFICATION

- 10.1. The end-user shall indemnify, defend, and hold Provider and its employees, service providers and agents harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of the end-user's use of Cyex Platform or Services, including but not limited to the end-user's violation of the Agreement.

11. TERM AND TERMINATION

- 11.1. The end-user has the right to terminate promptly his or her registration in the Demo environment.
- 11.2. In case of an alive Contract between the Provider and the end-user's employer, a dedicated Contract regulates the termination.

12. MISCELLANEOUS

- 12.1. If any provision of the Agreement is unlawful and/or unenforceable in whole or in part, the remainder of the Agreement shall remain enforceable to the extent permitted by law and the provision in question shall be replaced by the Parties with a provision which is enforceable under applicable law and grants an outcome as similar as possible to the provision which is deemed to be unlawful and/or unenforceable.
- 12.2. Unless expressly agreed otherwise between the Parties, Services shall be provided and all communication between the Parties shall be conducted in English.
- 12.3. The Agreement is governed by and construed in accordance with the laws of Estonia, without regard to the conflicts of law provisions therein.
- 12.4. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved mutually and in good faith by the

Parties. Any dispute arising from these Agreement which is not settled by direct negotiations of the Parties, shall be settled in Harju County Court Tallinn courthouse as a court of first instance.