



## INVI GRID SUBSCRIPTION AGREEMENT

This Subscription Agreement (together with the Order Form, the “Agreement”) (is entered into by and between Invi Grid Inc., a Delaware corporation with a registered office located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808 (together with its subsidiaries, “Invi Grid”) and the counter-party (“Customer”) identified in the applicable order form incorporating the terms of this Agreement (“Order Form”) (each a “Party” or together the “Parties”). Customer wishes to obtain, and Invi Grid wishes to provide, a subscription to Invi Grid’s service described in this Agreement and in the applicable Order Form (the “Service”). This Agreement sets forth the terms and conditions under which Invi Grid will provide Customer with a subscription to the Service. Capitalized terms used but not defined in this Agreement have the meanings given them in the Order Form.

### 1. License.

Subject to the terms of this Agreement, Invi Grid grants Customer a limited, revocable, non-exclusive, non-transferrable, royalty-free right to use the Service during the Term. Customer will use the Service only for its own internal business purposes and, regarding the Service, will not (or permit any third party to) (a) use consumer data in the process of testing; (b) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code or any component thereof; (c) circumvent, disable, or otherwise interfere with features related to security or access thereto; (d) use any robot, spider, search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation thereof; (e) modify or prepare derivative works; (f) assign, copy, reproduce, modify, sell, lease, pledge, transfer, sublicense, market, commercially exploit, or otherwise dispose of in any way, on temporary or permanent basis or any component thereof other than as expressly provided in this Agreement; (g) use in any manner that infringes the intellectual property or other rights of Invi Grid or any other party; (h) cause or permit any third party to do any of the foregoing; and/or (i) use in any way not specifically permitted under this Agreement.

### 2. Ownership; Data; Statistics.

Invi Grid shall retain and own all right, title and interest and all intellectual property rights (including but not limited to copyrights, trade secrets, trademarks and patent rights) in and to the Service, any software underlying the Service, and any related documentation, modification, derivation, improvement or development thereof, and all copies thereof. Nothing in this Agreement shall be interpreted to provide Customer with any rights in the foregoing, except the limited right to use the Service subject to the terms of this Agreement.

Customer shall own all right, title and interest in and to Customer Data, where “Customer Data” means any data, information, or material provided, uploaded, or submitted by Customer to and/or through the Service in the course of using the Service. Customer hereby grants to Invi Grid a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Invi Grid to provide, improve, enhance the Service to Customer, and for other development, diagnostic and corrective purposes in connection with the Service and other Invi Grid offerings, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics (as defined below).

Invi Grid shall have the right to collect and analyze data and information related to Customer’s use of the Service that is used by Invi Grid in an aggregated and anonymized or de-identified manner,



including to compile statistical and performance information related to the provision and operation of the Service (“Aggregated Statistics”). As between Invi Grid and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Invi Grid. Customer acknowledges that Invi Grid may compile Aggregated Statistics based on Customer Data input into the Service. Customer agrees that Invi Grid may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided, however, that such Aggregated Statistics do not identify Customer.

### **3. Term and Termination.**

This Agreement is effective on the mutual execution of this Agreement (“Effective Date”) and will continue until terminated by either Party in accordance with this Agreement (the “Term”). This Agreement may be terminated by either Party on delivery of written notice of termination to the other Party, as follows: (a) if the other Party materially breaches this Agreement and such breach is not capable of being cured; (b) if the other Party materially breaches this Agreement, such breach is capable of being cured and the breaching Party fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching Party. Termination of this Agreement shall terminate all rights granted in this Agreement. Upon the termination of this Agreement each Party shall promptly (a) discontinue any use of the name, logotype, trademarks, trade names, service marks, service names or slogans and other marks of the other Party and/or its products and services; and (b) discontinue all representations or statements from which it might be inferred that any relationship exists between the Parties under the terms of this Agreement. Upon termination of this Agreement for any reason and (x) Customer will cease all use of the Service, and if applicable, will pay Invi Grid any outstanding fees

### **4. Fees, Payment, Taxes.**

Customer shall pay Invi Grid the fees specified in each Order Form (“Fees”). Unless otherwise specified in an Order Form, payment for all Fees will be invoiced upon mutual execution of the Order Form and all Fees will be due in advance, payable in U.S. dollars within thirty (30) days from the date of the invoice. Fees are exclusive of all taxes other than taxes on Invi Grid’s net income, and Customer shall pay (and Invi Grid shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement or an Order Form. Customer shall bear all reasonable attorneys’ fees actually incurred by Invi Grid in collecting any such overdue amounts. There are no refunds of any Fees under any circumstances. Invi Grid may, without limiting its other rights and remedies, suspend access to, availability or use of the Service until all Fees are paid in full.

### **5. Confidentiality.**

In connection with this Agreement, each Party (a “Disclosing Party”) has provided or may provide Confidential Information to the other Party (a “Receiving Party”). Except as set forth below, “Confidential Information” means all non-public, confidential or proprietary information of or about Disclosing Party that is received by Receiving Party which relates to Disclosing Party’s business (including without limitation, business plans, financial data, pricing information, marketing, customer information, personal information), technology (including without limitation, source code, algorithms, processes, technical data, product plans, research, software, audio-video communication and other confidential intellectual property), products, services, trade secrets, know-how, formulae, processes, ideas, and inventions, or other information which should be reasonably understood by Receiving Party



as the confidential or proprietary information of Disclosing Party. Confidential Information includes any documents or reports created by the Receiving Party that include, summarize, or refer to Confidential Information.

The terms of this Agreement are the Confidential Information of Invi Grid. Confidential Information will not include any information that Receiving Party can document: (a) is or becomes generally known to the public without fault of Receiving Party; (b) was in its possession or known by it without any obligation of confidentiality prior to receipt pursuant to this Agreement; (c) is independently developed by Receiving Party without use of or reference to the Confidential Information as demonstrated by files created at the time of such independent development; or (d) is rightfully obtained by Receiving Party from a third party without any obligation of confidentiality to Disclosing Party. Confidential Information of Disclosing Party may be used by Receiving Party solely for the purposes anticipated in this Agreement and may not be used for any other purpose.

Receiving Party will hold Disclosing Party's Confidential Information in strictest confidence and may not use or disclose Disclosing Party's Confidential Information, except as expressly permitted herein, without the prior written consent of Disclosing Party, which consent may be granted or refused in Disclosing Party's sole discretion. Receiving Party will take all reasonable measures to protect the Confidential Information of Disclosing Party from becoming known to the public or falling into the possession of persons other than those persons authorized to have any such Confidential Information, which measures shall include the highest degree of care that Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Receiving Party may disclose Disclosing Party's Confidential Information only to its representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality no less strict than those set out in this Agreement. Receiving Party will be liable for any breach of this Agreement by its representatives.

Nothing in this Agreement will prohibit Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

The confidentiality obligations with respect to any disclosure made on or after the Effective Date will survive and continue for a period of five (5) years after the Agreement terminates, except that the obligations with respect to Confidential Information constituting a trade secret shall survive for so long as such information remains a trade secret under applicable law. Immediately upon either the written request by Disclosing Party at any time or the termination of this Agreement, Receiving Party shall cease all use of and return to Disclosing Party all copies or extracts of Disclosing Party's Confidential Information, in any medium, or certify, in writing by an authorized officer of Receiving Party, the destruction of the same.

Receiving Party acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its confidentiality obligations, that any such breach may allow Receiving Party or third parties to compete unfairly with Disclosing Party resulting in irreparable harm to Disclosing Party and, therefore, that upon any such



breach or any threat of breach of confidentiality, Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. Each Party agrees that monetary damages would be inadequate to compensate the other Party for any breach of confidentiality.

## **6. Feedback.**

If Customer or any of its employees, agents, or contractors sends or transmits any communications or materials to Invi Grid by mail, email, message, telephone, or otherwise, suggesting or recommending changes to Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Invi Grid is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Invi Grid on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Invi Grid is 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, although Invi Grid is not required to use any Feedback.

## **7. Representations and Warranties; Disclaimers; Limitation of Liability.**

Each Party represents and warrants that it shall comply with applicable law. Customer further represents and warrants that it has and shall during the Term have all right, license and consent required under applicable law to provide Invi Grid with (and access to) any data collected or processed by the Service in accordance with the terms of this Agreement. CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INVI GRID DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE, RELATED DOCUMENTATION OR INFORMATION, AND OTHER MATERIALS AND SERVICES, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. INVI GRID DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR IN ANY UPDATE WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE FROM OTHER PROGRAM LIMITATIONS. INVI GRID PROVIDES NO WARRANTY REGARDING ANY USE OF THE SERVICE NOT IN ACCORDANCE WITH THIS AGREEMENT OR FOR PURPOSES NOT INTENDED BY INVI GRID AND NOT SPECIFICALLY PERMITTED BY THIS AGREEMENT. IN NO EVENT, SHALL INVI GRID OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY PENALTIES, CLAIMS FOR LOST DATA, REVENUE, PROFITS, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES OR BUSINESS OPPORTUNITIES, ARISING OUT OF THIS AGREEMENT OR ANY ADDENDUM THERETO, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF INVI GRID HAD BEEN ADVISED OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INVI GRID'S MAXIMUM AND AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE OF ACTION OR THEORY OF LIABILITY EXCEED \$1000 or AMOUNT PAID UNDER THE AGREEMENT WHICHEVER IS LOWER.

## **8. Miscellaneous.**

**8.1 Relationship.** This Agreement is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the Parties. Invi Grid will act solely as an independent contractor of Customer and neither Party shall have the right to act for or bind the other Party in any way or to represent that the other Party is in any way responsible for any acts or



omissions of such Party.

**8.2 Publicity.** Each Party recognizes and concedes that all trademarks, service marks or other designations (“Proprietary Marks”) constitute such Party’s exclusive property. Each Party grants the other Party a nonexclusive, nontransferable, non-sublicensable, royalty-free license during the Term to use, solely to identify the other Party as a customer or supplier, as the case may be. Except as set forth herein, neither Party shall use the Proprietary Marks of the other Party without the prior written consent of the other Party. Any uses of the other Party’s Proprietary Marks shall be in accordance with the granting Party’s reasonable trademark usage policies. Each Party shall cease, or adjust the manner of, its use of any of the other Party’s Proprietary Marks at the request of the other Party in its sole discretion. The granting Party may withdraw any approval or license of any use of its Proprietary Marks at any time in its sole discretion.

**8.3 Successors and Assigns.** This Agreement shall bind and inure to the benefit of each Party’s permitted successors and assigns. Either Party may assign any of its rights or obligations without prior written consent of other Party only in the event of: (a) a sale or other transfer of all or substantially all of the assets of such Party, (b) a transfer to an entity controlled by, controlling, or under common control with such Party. Any attempt to assign this Agreement in any other event without prior written consent of the other Party will be null and void.

**8.4 Law and Jurisdiction.** This Agreement will be construed and governed by the laws of the State of California, without giving effect to its conflicts of law principles. The Parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement will be brought solely in, the state courts of the State of California for the county of Santa Clara or the United States District Court for the Northern District of California, if such court has subject matter jurisdiction. Notwithstanding the foregoing, either Party will at all times have the right to commence proceedings in any other court of its choice with the appropriate jurisdiction for interim injunctive relief. If any legal action or proceeding is commenced in connection with any dispute arising under, relating to or otherwise concerning this Agreement, the prevailing Party, as determined by the court, will be entitled to recover its attorneys’ and experts’ fees and all costs and necessary disbursements actually incurred in connection with such action or proceeding.

**8.5 Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure in performance, to the extent such delay or failure is due to causes beyond its control.

**8.6 Severability and Waiver.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties and the remainder of this Agreement will remain in full force and effect. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

**8.7 Construction; Integration; and Modification; Counterparts.** This Agreement will not be construed in favor of or against either Party by reason of authorship. This Agreement, including its exhibits, constitutes the entire agreement between the Parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement may only be modified or amended if such amendment is made in writing and signed by duly authorized representatives of both Parties. This Agreement may be executed in counterparts,



each of which shall be deemed an original, but all of which together shall constitute a single instrument.

8.8 *Notices.* Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if: (a) personally delivered to the address listed above, upon receipt; (b) sent by e-mail (and if to Invi Grid, to **[Invi Grid e-mail address for notices]**), on the date transmitted; or (c) sent by registered mail upon delivery and only if sent to the address listed above.

8.9 *Survival.* All provisions of this Agreement that are by their nature intended to survive the expiration or termination of this Agreement, including without limitation, obligations with respect to confidentiality, and proprietary rights, shall survive such expiration or termination.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date. The parties acknowledge that they are duly authorized and have legal capacity to agree to this Invi Grid Agreement on behalf of their company/organization.

**INVI GRID INC.**

**[CUSTOMER LEGAL NAME]**

By:  
Name:  
Title:

By:  
Name:  
Title:



## INVI GRID ORDER FORM

### A. TRIAL ENGAGEMENT

Customer may use and test the Service described in the table below under a free of charge trial/evaluation engagement (the “Trial”) during the term specified in the table below (the “Trial Term”).

Trial: Scope and Fees				
Item	Units	Term Start	Term End	Annual Cost
Maximum number of AWS Accounts /GCP Projects scanned: [number of Accounts limitation]	[x]	Date of Agreement	15 days from date of Agreement *	\$0
Plan /Engines: [Select: Policy, Inventory, Monitor, Remediation, Build]	[x]	Date of Agreement	15 days from date of Agreement *	\$0
Maximum number of resources scanned: [number of resources limitation]	[x]	Date of Agreement	15 days from date of Agreement *	\$0

\*Trial period can be extended by Invi Grid solely per Invi Grid’s discretion.

### B. SUBSCRIPTION ORDER

Immediately upon conclusion of the Trial Term (unless Customer provides written notice to Invi Grid at least ten (10) days before the conclusion of the Trial Term), Customer agrees to purchase a subscription to Service as follows (the “Subscription Order”):

Trial: Scope and Fees				
Item	Units	Term Start	Term End	Annual Cost
Maximum number of AWS Accounts /GCP Projects scanned: [number of	[x]	Immediate	One year	\$[]



Accounts limitation]		ly post trial	from end of trial	
Plan /Engines: [Select: Policy, Inventory, Monitor, Remediation, Build]	[x]	Immediate ly post trial	One year from end of trial	[\$]
Maximum number of resources scanned: [number of resources limitation]	[x]	Immediate ly post trial	One year from end of trial	[\$]
Total				[\$[To be agreed upon in writing /email]

This Order Form is made and entered into as of the date of the last signature below (“Order Form Effective Date”) by and between the Customer designated in the signature block below and Invi Grid and is issued under and subject to all the terms and conditions of the Invi Grid Subscription Agreement (“Agreement”), which is incorporated herein by reference. Unless otherwise specified, all services purchased in this Order Form expire upon the earlier of use or one (1) year from the Effective Date. This Order Form will automatically renew for additional one-year periods unless either Party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Order Form term.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Order Form as of the Order Form Effective Date. The parties acknowledge that they are duly authorized and have legal capacity to agree to this Invi Grid Order Form on behalf of their company/organization.

**INVI GRID INC.**

**[CUSTOMER LEGAL NAME]**

By:  
Name:  
Title:

By:  
Name:  
Title: