

Exhibit A

Vendor Commercial Terms and Conditions

1. Scope of Agreement. This Agreement sets forth the terms and conditions under which Team Cymru will provide Data Services. All SOWs, amendments, and POs will be governed by these terms and conditions. In the event of an express and direct conflict between the terms of this Agreement and the SOW, the terms and conditions of this Agreement will control, provided, however, the SOW may specifically supersede any terms or conditions herein as agreed by the parties. In the event of an express and direct conflict between the terms of this Agreement and a Customer PO, the terms and conditions of this Agreement will control. In the event of an express and direct conflict between the terms of the SOW and a Customer PO, the terms and conditions of the SOW will control.

2. Ownership. As between the parties: (a) Team Cymru owns all right, title, and interest in and to, or has obtained license to, the Data Services and Team Cymru Data (as defined in the SOW), any updates thereto, and any technology used to provide the services, Team Cymru's trademarks, and any other materials of a kind or nature provided by Team Cymru to Customer under or in relation to this Agreement; and (b) Customer owns all right, title, and interest in and to derivative works (excluding the Data Services and Team Cymru Data and all updates thereto), and any other materials of any kind or nature provided by Customer to Team Cymru under or in relation to this Agreement.

2.1 Reservation. The rights holder expressly reserves all ownership rights not expressly granted herein.

3. Terms of Use/EULA

3.1 Enterprise Commercial License. Team Cymru hereby grants to Customer a worldwide, non-exclusive irrevocable, sublicensable right to use, copy, perform, and create derivative works of and otherwise modify the Team Cymru Data exclusively for the purpose of monitoring and securing any Customer owned and/or managed networks and systems. Customer may use the derivative works of the Team Cymru Data ONLY for internal purposes and may not distribute to Customer's end-user customers, either directly or via inclusion in Customer products or services.

3.2 Limits of Use. Team Cymru data is not to be used for evidentiary purposes in a way that could ever come to public notice under any circumstances. The use of this data in any way that could lead to the identification of Team Cymru as the source, without Team Cymru's express, written consent, is expressly prohibited. The use of the data in any way that could result in the raw data being made fully or partially public is expressly prohibited. Bulk redistribution of the data is expressly prohibited.

4. Representations and Warranties. Team Cymru has all rights, approvals, and/or authorizations necessary to provide the Data Services described in the SOW, free from all liens, encumbrances and claims of others. Team Cymru agrees that they will not submit information that they know at the time of submission to be false, and that they will submit information only in good faith. Customer acknowledges and agrees that information submitted may be unevaluated and unverified, and except as provided in the preceding sentence, no such submission shall constitute any representation or warranty. Customer acknowledges and agrees that they must use their own judgment in assessing the nature and accuracy of all the information. EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE SOW, TEAM CYMRU HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE.



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5. No Attribution to Team Cymru. No attribution to Team Cymru shall be made to any third parties or to any Customer, agent, representative, contractor, subcontractor, consultant, advisor or other individual or entity affiliated with Customer, unless such individual or entity is bound by this Agreement or Team Cymru has consented to said disclosure in writing.

6. Protection of Confidential Information

6.1 Confidential Information Defined. As used herein, “Confidential Information” means any closely held data, information or financial information in the possession of the disclosing party (“Discloser”), which is disclosed to the receiving party (“Recipient”), not generally available to the public and relates to, but is not limited to, techniques, methods, skills or operations developed or employed by Discloser and which Discloser desires to protect against unrestricted disclosure or exploitation. Any information disclosed by Discloser to Recipient hereunder is designated without marking to be, at the time of delivery, “Confidential Information”.

6.2 Information Disclosed Under a Prior Non Disclosure Agreement. Information disclosed by Discloser prior to the effective date of this Agreement pursuant to the terms of a prior non disclosure or similar agreement between the parties, the disclosure of which information was restricted under such agreement, shall retain confidential status and shall be treated as Confidential Information under the terms of this Agreement without further action on the part of Discloser or Recipient.

6.3 Recipient Shall Exercise Care to Protect Confidential Information. Recipient agrees to use the same degree of care in protecting confidential information received under this Agreement as they exercise with respect to their own confidential information. The parties agree to restrict access to confidential information received under this Agreement to only those employees, contractors, subcontractors, consultants, or advisors bound by this or a similar agreement and with a validated “need to know” such information.

6.4 Confidential Information Exceptions. This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which: (a) was in the possession of, or was known by, the Recipient prior to its receipt from the Discloser, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the Recipient from a third party, without an obligation to keep such information confidential; (d) is identified in writing or by cryptographically signed email by Discloser as no longer Confidential or for disclosure; or (e) must be disclosed in connection with judicial or regulatory proceedings, or in accordance with a court order or statutory requirement, provided, if legally permitted, notice of same is given by the Recipient to the Discloser prior to such disclosure, giving Discloser an adequate opportunity to interpose an objection or take action to secure handling of the Confidential Information.

7. Indemnification

7.1 Team Cymru hereby agrees to indemnify, defend and hold harmless Customer from and against any and all third party claims, actions, proceedings, liabilities or losses including, without limitation, reasonable attorneys’ fees, arising from or based on arising from or relating to (a) any acts or omissions of Team Cymru within the scope of this Agreement, or (b) a breach of the representations and warranties contained in Section 4 hereof.

7.2 Customer hereby agrees to indemnify, defend and hold harmless Team Cymru from and against any and all third party claims, actions, proceedings, liabilities or losses including, without limitation, reasonable attorneys’ fees, arising from or based on arising from or relating to (a) any acts or omissions of Customer within the scope of this

Agreement, or (b) any and all third party claims alleging that a third party's rights have been violated by Customer's use of the Team Cymru Data.

8. Limitation of Liability. Except for breaches of the confidentiality obligations defined in the above section titled "Protection of Confidential Information", in no event will either party be liable for any Special, Incidental, Indirect, or Consequential Damages whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the data/analysis provided under or in connection with any provision of this Agreement, even in the event of default, Tort (including negligence), Strict Liability, Breach of Contract or Breach of Warranty, and even if advised of the possibility of such damages.

9. Miscellaneous Provisions

9.1 Assignment. This Agreement and any and all of the rights and obligations of the parties hereunder shall not be assigned, delegated, sold, transferred, licensed or otherwise disposed of, by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld, provided, however, that a party may assign the entire Agreement to any third party in connection with any merger, consolidation, reorganization, liquidation, or sale of all or substantially all of the business or assets of the party upon thirty (30) days prior written notice to the other party.

9.2 This Agreement Creates No Implied Rights For Third Parties. Except as otherwise expressly provided herein, this Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against Team Cymru, or the officers, directors, employees, detailees, agents, representatives, contractors/subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

9.3 Privity Of Contract. No privity of contract exists between Team Cymru and Customer's customers. Team Cymru may neither take direction from, nor discuss any terms and conditions of this Agreement, with Customer's customers.

9.4 Governing Law. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida, U.S.A. without regard to its conflicts of laws provisions; provided, however, that the statutory and other requirements applicable to U.S. Federal law shall be interpreted in accordance with the decisions of applicable federal courts and boards of contract appeals in lieu of state law.

9.5 No Oral or Implied Waivers. No provision to this Agreement shall be deemed waived nor any breach excused, unless such waiver or consent is received in writing and signed (or cryptographically signed email) by a duly authorized representative of the entity claimed to have waived or consented. No consent to or waiver of a breach by another entity shall be construed as consent to or waiver of any other breach. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

9.6 Provisions Severable. If any provision of this Agreement or its application, in whole or in part, to any entity shall be found to be unenforceable by a court of competent jurisdiction, such unenforceable provision or part thereof shall be severable, and the remainder of this Agreement shall remain in full force and effect.



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9.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. The numbering and labeling of the paragraphs in this Agreement are for identification purposes only and do not constitute any part of the agreement between the parties. This Agreement supersedes all prior and contemporaneous agreements and representations, whether oral or in writing, between the parties with respect to its subject matter. This Agreement may not be modified except by a writing signed by both parties.

9.8 General Disclaimer. Translations of any materials into languages other than English are intended solely as a convenience to the non-English-readers and has no legal effect. In case of any discrepancy between a translation of this document and the official English version, the English version shall prevail.

9.9 Disputes. The parties shall make a good faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement. Any claim, controversy or dispute not resolved by the respective contracts administrators shall be elevated to the parties' chief operating officers or their designees. If not resolved within thirty (30) days thereafter, the dispute will then be settled by arbitration in accordance with the Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrators may be entered into any court having jurisdiction thereof. Except as set forth elsewhere in this agreement:

9.9.1 General. Any dispute, controversy, or claim arising in connection with this Agreement shall be settled by binding arbitration. The arbitration shall be conducted by one arbitrator, who shall be appointed pursuant to the rules of the American Arbitration Association (the "AAA"). The arbitration shall be held in Seminole or Orange Counties, Florida, U.S.A. and shall be conducted in accordance with the commercial arbitration rules of the AAA, except that the rules set forth in this Agreement shall govern such arbitration to the extent they conflict with the rules of the AAA.

9.9.2 Best Efforts. The parties shall use their commercially reasonable best efforts to cause the arbitration to be conducted in an expeditious manner. All other procedural matters shall be within the discretion of the arbitrator.

9.9.3 Judgments. The determination of the arbitrator shall be final and binding on the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties shall each be responsible for their own expenses in connection with such arbitration, including but not limited to counsel fees and fees of experts; provided, however, that the parties shall share equally in the expense of the arbitrators and of the AAA.

9.9.4 Confidentiality. All files, records, papers, or documents created in connection with such arbitration, including any record or decision, shall be kept strictly confidential.

10.10 Partnership Listing. Parties shall mutually agree to display logo on the appropriate partnership section of their websites to be posted on the effective date for the term of service.

11. Effective Date/Termination. The effective date, term and termination are as specified in the SOW.