



## **PURCHASE TERMS CYVATAR CYBERSECURITY SOLUTION(S)**

These Purchase Terms (these "Terms") are entered into by and between Cyvatar.ai, Inc., with a principal place of business at 530 Technology Drive, Suite 100, Irvine California 92618 ("Cyvatar") and the person or entity identified on the signature page of the Cyvatar Order Form (the "Client"). These Terms are effective as of the date that both Client and Cyvatar have executed the Order Form, or, if on different dates, the later of the two dates shall apply (the "Effective Date"), and are subject at all times to Client's additional compliance with the Cyvatar [Conditions of Use], [Privacy Policy], and [Master Service Agreement], each of which are incorporated by reference herein. Capitalized terms used herein but not defined shall have the meaning given to them in the Master Service Agreement.

### **I. Warranty by Client.**

The "Quantity" selected by Client on the Order Form shall be based on the number of endpoints, devices, users, or accounts (collectively "Assets") that are managed or monitored by Cyvatar in connection with the delivery of the relevant Cyvatar Cybersecurity Solution. As of the Effective Date, the Client represents that the Quantity that is reflected in the Order is accurate and not less than the actual number of employees or contractors which Assets will be required to be managed or monitored as part of the relevant solution.

### **II. Solution Descriptions (Detailed Description of the Cyvatar Cybersecurity Solution Purchased); Third Party Products.**

Below are links to various "Solution Descriptions" correlating with the various Cyvatar Cybersecurity Solutions available for purchase. If Client has any trouble accessing any relevant Solution Description, Client may request from Cyvatar a copy for its review prior to executing the Order Form. The applicable Solution Description shall define the scope of Professional Services and any deliverables, including a list of potential Third Party Products which might be licensed and resold to Customer in connection with the delivery of the Solution. Click on the relevant hyperlink below to access and review the detailed Solution Descriptions which are relevant to the purchase. Notwithstanding anything else, the relevant Solution Description(s) will define the total scope of work and deliverables to be provided by Cyvatar in connection with the purchase of the subscription to the relevant Solution.

Also included in the hyperlinks below are the relevant Third Party Terms that Client will need to agree to be bound to prior to installation of the Third Party Product(s). The specific choice of Third Party Product(s) to be resold and licensed in connection with the Solution shall be determined by the number and type of Assets monitored and/or managed as part of the Solution, Client's technical requirements, and recommendations of Cyvatar after discussions with Client. The final list of Third Party Product(s) actually licensed and resold to Client as part of delivery of the Solution shall be approved by the Client. For clarity, Cyvatar is required to pass through Third Party Terms to the Client as part of reselling license to the relevant Third Party Product(s) to the Client and by executing the Order Form the Client acknowledges and agrees that it has reviewed the relevant Third Party Terms and, depending on the final approved list of Third Party Products approved by Client, Client assents to the relevant Third Party Terms as part of that approval and prior to the installation of the relevant Third Party Product(s).

For clarity, and notwithstanding the inclusion of links to Solutions not purchased and links to Third Party Terms relating to Third Party Product listed below which are not ultimately approved by Client for installation, only the Solution Description(s) associated with the Cyvatar Cybersecurity Solution purchased by Client (as identified in the Order Form) shall be incorporated into these Terms and delivered by Cyvatar to Client and only the relevant Third Party Terms which are associated with the Third Party Product(s) actually approved for installation on Client systems shall be applicable to the Client's purchase.

[Threat and Vulnerability Management \(TVM\)](#)

[Secure Endpoint Management \(SEM\)](#)

[Cloud SaaS Management \(CSM\)](#)

[Security Awareness Training and Testing \(SAT\)](#)

[Mobile Threat Defense \(MTD\)](#)



[IT Asset Management \(ITAM\)](#)  
[Email Security Management \(ESM\)](#)  
[DNS Security Management \(DSM\)](#)  
[Incident Response Retainer Management \(IRM\)](#)  
[Multi-Factor Authentication \(MFA\)](#)  
[Extended Detection and Response \(XDR\)](#)

**III. Invoicing; Fees.** Cyvatar may issue invoices for the fees due under the Order Form on the Effective Date and upon renewal. All fees payable to Cyvatar under the Order Form (collectively "**Fees**") are payable in U.S. dollars and are due upon delivery of Cyvatar's invoice. Cyvatar reserves the right to adjust the amount of the Fees between renewal terms and at Cyvatar's sole discretion. Unless otherwise specified in the Agreement, the Order is non-cancelable, and all Fees paid are non-refundable. Client will be responsible for any and all taxes due thereunder (except Cyvatar income taxes), including any sales, VAT, GST, duties and custom fees, and use taxes (if relevant), unless Client provides appropriate resale certificates, direct pay permits or exemption certificates to Cyvatar. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.