

TERMS USE & PRIVACY POLICY.

(collectively “*Terms*”)

Updated March 26, 2021

TERMS OF USE

Welcome and thank you for your interest in Overwatch Technology, LLC *Products and Services* (hereafter “OWT,” “our,” “we,” or “us”) and our *Website* at

<https://overwatch.technology>

THESE TERMS OF USE (“TERMS”) ARE A BINDING LEGAL AGREEMENT. PLEASE READ THE FOLLOWING *TERMS* CAREFULLY. BY *USING*, VIEWING, OR OTHERWISE ACCESSING OUR *PRODUCTS AND SERVICES*, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY OUR *TERMS*. IF YOU DO NOT AGREE TO THESE *TERMS*, PLEASE DO NOT *USE*, VIEW, OR OTHERWISE ACCESS OUR *PRODUCTS AND SERVICES*.

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Note: This Link is included as a courtesy only and is not part of OWT's *Terms*

1. Evaluation License.

These *Terms*, including our [Privacy Policy](#), apply equally to any evaluation license or free trial period. If you are accessing or have downloaded our *Products and Services* for testing purposes, for evaluation purposes, or under a free trial period, your *Use* of our *Products and Services* is only permitted for the stated, limited time period. Such evaluation or free trial period is provided “**AS-IS**” without indemnification, support, or warranty of any kind, express or implied.

2. Definitions.

For purposes of these *Terms*, the following definitions shall apply:

- a) “**Affiliate**” means any person, company, or other entity that directly or indirectly *Controls*, or is *Controlled* by, another, including without limitation, a parent company. Any reference to us in these *Terms* includes our *Affiliates*.
- b) “**Business Partners**” means individuals or companies with whom we enter into agreements to offer or provide their products or services or who assist with maintaining and marketing our *Products and Services*, including without limitation, processing *Payments*, analyzing *Site* traffic, promotions, and communicating with *Site End Users*.
- c) “**Claim**” or “**Claims**” means any disagreement, controversy, dispute, demand, cause of action, litigation, or legal proceeding, in equity or law, whatsoever.
- d) “**Client**” means the individual or entity *Using* our *Products and Services* and agreeing to these *Terms*. If an entity or business, this terminology includes the Client’s *End Users*. In the event “*Client*” references multiple individuals or employees, all references to “you,” “your” or “*Client*” include all such individuals. If multiple entities are listed as “*Client*,” such entities will be jointly and severally liable for any and all *Claims* made and/or indemnification requirements detailed herein.
- e) “**Control**” over a company means having the power, in law or in fact, to exert a decisive influence on the appointment of the majority of directors or managers thereof, or on the orientation of its management.
- f) “**OWT**” or “**we**” or “**our**” or “**us**” means Overwatch Technology, LLC, and includes all our *Affiliates*, subsidiaries, licensors, officers, directors, managers, employees, volunteers, independent contractors, advisors, contributors, suppliers, advertisers, agents, licensees, representatives, successors, and assigns. In no event, however, shall any human individual or entity other than Overwatch Technology, LLC be held liable for any *Claims* brought for Overwatch Technology, LLC’s acts or omissions.
- g) “**Derivative Work**” means any product, service, or other work that is derived from a pre-existing product, service or other work and includes all modifications, improvements, and revisions.
- h) “**End User**” means the authorized human individual accessing or *Using* our *Products and Services* for their normal and intended purposes. Any

reference to “you” or “your” throughout these *Terms* includes all *End Users*.

- i) “**Information**” means any text, audio, visual, or multimedia content, including without limitation, software, code, documentation relating to *Use* of software, text, graphics, logos, icons, images, sound recordings, tutorials, audio-visual clips, and designs, whether provided by us, our licensors, *Business Partners*, or *End Users*. Our ownership of *Information* excludes *User Content*.
- j) “**Intellectual Property**” has its commonly understood meaning and includes, without limitation, (i) all ideas reduced to a tangible expression, industrial property, moral rights, discoveries, concepts, work, or inventions that are the result of creativity, including without limitation, patents, trademarks, copyrights, trade dress, and trade secrets, whether or not registered or registrable, and (ii) confidential and proprietary information, know-how, and publicity and privacy rights. Without limiting this definition, and by way of example, our *Intellectual Property* includes our code within our software, our trademarks, and all *Information* on our *Site*.
- k) “**Jurisdiction**” for any *Claims* related to these *Terms* or the subject matter herein means the county in which *OWT* has its principal place of business and/or the U.S. District Court of Colorado should U.S. Federal laws apply.
- l) “**Law**” or “**Laws**” mean(s) all applicable federal, state, and local statutes, rules, regulations, ordinances, and related case law.
- m) “**Linked Account**” means (i) an account that you may have with a third-party social networking service or (ii) an account you may have with a *Business Partner*, from either of which you are able to link to our *Site* or our *Products and Services*.
- n) “**Personal Data**” is defined pursuant to Georgia, U.S.A. *Law* for purposes of these *Terms* and includes a person’s first and last name in conjunction with a social security number, a student, military, or passport identification number, a driver’s license number, medical information, a health insurance identification number, biometric data, a user name or email address with password and/or security questions and answers, or a credit card number with PIN, access code, or password. The definition of *Personal Data* may be different where you are located or reside pursuant to applicable *Laws*, however, these *Laws* shall not override *Jurisdiction* or Choice of Law provisions.
- o) “**Products and Services**” means any and all offerings from us to you which we may offer or provide at any time via subscription, sale, license, lease, or otherwise and includes without limitation, our *Site*, *Information* on that *Site*, excluding *User Content*, our software, maintenance, if agreed upon by further agreement, installation,

help-desk or other support, security services, and consulting services.

- p) “**Regular Business Hours**” means Monday through Friday, 8am to 6pm MST (using *OWT’s* time zone), excluding national holidays, including, without limitation, New Year’s Eve, New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.
- q) “**Site**” or “**Website**” means any pages associated with the <https://overwatch.technology>.
- r) “**Service Term**” is defined by separate agreement with you.
- s) “**Use**,” “**Using**” or “**Used**” means accessing, viewing, licensing, displaying, or contracting for our *Products and Services*, in whole or in part. “**Use**” includes transmitting

our software to hardware to process information contained therein. *Use* does not permit further transfer without our written authorization. In the event multiple authorized devices are licensed to you, the *Client*, *Use* also includes your employees (as *End Users*) downloading, viewing, and accessing our *Products and Services*.

- t) “**User Content**” means any data, images, or other material, in any form or format, whatsoever, uploaded by an *End User* to our *Products and Services*, or any portion thereof (e.g., database information).
- u) This Section #2, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

3. Changes to Terms.

- a) We reserve the right to change these *Terms*, our *Products and Services*, and our other policies and agreements at any time and in any manner. The most current version of our *Terms* is available on this page for all our *Site* and shall replace all previous versions. Any revision will have a new “Updated on” at the beginning or end of these *Terms*. Your only recourse, if you disagree with our *Terms* is to discontinue your access and *Use* of our *Products and Services*.
- b) Where appropriate, you will be notified of changes to these *Terms* by e-mail or when you next visit our *Site* or when you next access our *Products and Services*. The new *Terms* may be displayed on-screen and you may be required to read

and accept the updated *Terms* to continue your access and *Use* of our *Products and Services*.

- c) This Section #3, including subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

4. **Site.**

- a) Unless you log into our *Products and Services*, our *Site* is merely informational in nature. We make no commitment to update our *Site* or any *Information* for any reason. *Information* on our *Site* may be out of date, inaccurate, or incomplete, or contain errors or omissions; and we make no commitment to update our *Site* or any *Information* thereon. Any changes or failure to make updates shall not be considered evidence of improper action, a breach of these *Terms*, or grounds for an actionable *Claim* against us whatsoever. Further, our *Site* and *Information* thereon shall not form the basis of, or be relied upon in connection with, any contract or commitment whatsoever and we make no guarantees regarding our *Products and Services* unless specifically provided herein.
- b) *User Content* is created and maintained by *End Users* and is not reviewed or monitored by us except to provide reports, analysis, and information on security issues to *Client*.
- c) *Information* published on our *Site* may refer to *Products and Services* that are not available in your location.
- d) This Section #4, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

5. **Products and Services.**

We use industry-standard procedures to maintain our *Products and Services* but cannot make any promises that our *Products and Services* will be uninterrupted, successful, or error free. Please consult our [Disclaimers](#). *Products and Services* may include, without limitation:

- Access to our *Site*,
- Access to our subscriber only, cloud-based, and mobile *Products and Services*,

- Support services during *Regular Business Hours*, if separately agreed upon,
- Updates and enhancements to our *Products and Services* as those may become available to all *Clients* without a separate charge,
- [Appendix A](#): for Overwatch Technology software and services *Clients* and *End Users* only, and
- [Appendix B](#): OWT Consulting, Alert, and Managed Services Supplement.

We may promote or advertise third-party products and services, such as those of our *Business Partners*, however, we do not make any warranties or representations regarding such products and services.

6. Accounts and Registration.

- a) Certain features of our *Site* do not require an account. You may be required, however, to register for an account to *Use* our *Products and Services* or to provide *User Content* or commentary.
- b) When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address or other contact information). You agree that the information you provide to us is accurate and that you shall keep it accurate and up-to-date.
- c) When you register, you may be asked to create a user name and/or password. You are solely responsible for maintaining the confidentiality of your login information. You agree to accept responsibility for all activities that occur under your account.
- d) You may not use anyone else's user name, password, or account at any time.
- e) We may need to change your chosen user name in certain circumstances, e.g., if another *End User* has already claimed that user name.
- f) If you are an employer, you are responsible and liable for any misuse of our *Products and Services* by others working on your behalf, including without limitation, *Affiliates*, employees, independent contractors, and volunteers, as well as for any loss or damage arising from the acts or omissions of such individuals and entities.
- g) Children under the age of majority where you reside are not permitted to register

for an account or *Use our Products and Services*.

- h) We cannot and shall not be liable for any loss or damage arising from your failure to comply with these obligations.
- i) This Section #6, including subsections, shall survive termination of your *Use of our Products and Services* and any other agreement you may have with us.

7. **Linked Accounts.**

We may, now or in the future, permit you to register for an account or log into our *Products and Services* through certain *Linked Accounts*. By registering for, or logging into, our *Products and Services* with a *Linked Account*, you agree that we may access and use any account information from the *Linked Account* that you have configured to be made available to third parties in this manner, and you agree to the *Linked Account's* terms of use regarding your *Use of the Site* via the *Linked Account*. If you have reason to believe that your account or *Linked Account* is no longer secure, you must immediately notify us at legal@overwatch.technology. You may alter these access permissions by changing the settings on your *Linked Account*.

8. **License**

Subject to these *Terms* (including appropriate Appendices) and *Payment* of any required *Fees*, we grant you a terminable, worldwide, non-exclusive license solely for your day-to-day internal business purposes to (a) *Use our Products and Services* for the purchased, licensed, or leased standard and intended purpose(s), and (b) print reports and/or make copies of screen shots of reports as are available through our *Products and Services*. Should you require alterations to our *Products or Services*, such alterations, if pre-approved by us, will be provided at our standard hourly rates by separate agreement.

Any license to third-party products and services that we may market or offer, including those of our *Business Partners*, are subject to the license and limitations provided by such third parties.

9. **License Limitations.**

- a) We retain all *Intellectual Property* rights contained in our *Products and Services*. Any unauthorized use of our *Products and Services* may violate *Intellectual Property* and other applicable *Laws*.
- b) We do not grant any further license to you to access, copy, reproduce, modify, prepare, or create *Derivative Works* of, publicly display, publicly perform, sublicense, transfer, assign, exploit, or distribute our *Products and Services* in any manner whatsoever.
- c) Reasonable requests by *Clients* to your *OWT* Account Representative to use screen shots or other copies of reports for presentations will not be unreasonably denied provided appropriate *Intellectual Property* and ownership notices are included on such copies; and you give us advance copies of any such materials.
- d) For clarity, you agree, warrant, and represent that you will not, without our prior written permission:
 - i. Use our *Products and Services* except as permitted in these *Terms*,
 - ii. Copy, modify, improve, revise, or create *Derivative Works*, based on our *Products and Services*,
 - iii. Reverse assemble, compile, disassemble, re-engineer, or reverse compile the whole or any part of our *Products and Services*,
 - iv. Sublicense or distribute any of our *Products and Services* without our prior written permission,
 - v. Remove any *Intellectual Property* ownership or management information from our *Products and Services*, including, without limitation, patent, trademark, copyright, and/or other restricted rights notices,
 - vi. Access or use our *Products and Services* for any illegal purpose whatsoever, or in violation of any applicable *Laws*,
 - vii. Create or maintain any *User Content* that violates another individual's or company's legal rights, is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise

inappropriate,

- viii. Interfere with our *Products and Services* or any *End User's Use* of our *Products and Services* in any manner,
 - ix. Make unsolicited offers or advertisements to other of our *Clients* or *End Users*,
 - x. Circumvent, remove, alter, deactivate, degrade, or thwart any of our content protections,
 - xi. Frame or utilize any framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without our express written permission,
 - xii. Purchase search terms or use any metatags or any other "hidden text" utilizing our name or trademarks without our express written consent,
 - xiii. Attempt to hide your identity,
 - xiv. Use any robot, spider, automated technology, device, or manual process to monitor or copy our *Products and Services* or use any of the same to interfere, or attempt to interfere, with our operations,
 - xv. Attempt to collect personal information about other *Clients*, *End Users*, or third parties without their consent,
 - xvi. Do any of the unauthorized acts in this Section #9, including subsections, in relation to our *Business Partners'* products and services.
- e) Any unauthorized use of our *Products and Services* may violate copyright, trademark, and other applicable *Laws*. We retain all rights not expressly granted. Nothing in these *Terms* constitutes a waiver of any rights under any applicable *Laws*. Nothing in these *Terms* should be construed as conferring by implication, estoppel, or otherwise, any license or right to you to any of our, or a third-party's, *Intellectual Property*.
- f) This Section #9, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

10. Audit/Monitoring Rights.

- a. We reserve the right, but are not required, to monitor all use (authorized and unauthorized) of our *Products and Services* to verify that our *Products and Services* are being *Used* as permitted. In the event any audit reveals that you are using our *Products and Services* in violation of these *Terms*, you will be responsible for the *Payment* to us of:
 - i. Additional *Fees* consistent with your actual use of our *Products and Services*; and
 - ii. Our costs and expenses in performing any such audit (collectively, "**Assessments**").
- b. Any *Assessments* under this Section #10 shall be without prejudice to any other rights and remedies we may have for breach of these *Terms*. Our decision not to perform an audit shall not relieve you of your obligations under these *Terms*.
- c. This Section #10, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us for two (2) years.

11. Payments.

We may, now or in the future, allow you to make payments ("collectively "**Payment**") to us for our *Products and Services*. You agree that we may bill charges through the Payment method specified in your account or as otherwise specified by you, for example, a credit card. You authorize such credit card account to pay any amounts so paid and authorize us and our authorized payment processor to charge all sums described and authorized to such credit card account. You agree to provide us, or our *Business Partners* who process your *Payment*, with updated information regarding your credit card account upon our request and any time the information earlier provided is no longer valid. We enter into agreements with third-party processors requiring *Personal Data* to be maintained as confidential. To the extent we have knowledge of any request for disclosure of your *Personal Data* relating to *Payments* to a governmental authority or legal process, we will notify you at your last-known address.

12. Fees/Charges.

- a. **FEES PAID OR DUE ARE NONREFUNDABLE.**
- b. *Fees* for our *Products and Services* may include monthly *Use* charges (per logon ID), support or maintenance charges, installation charges, security charges, consulting charges, and related expenses (collectively "**Fees**"). We will invoice you for *Fees* monthly or yearly depending on your agreement with us. *Fees* incurred shall continue to be due and owing, regardless of termination.
- c. All *Fees* due and owing will be specified in a separate purchase order, supply agreement, or business terms (collectively "**Purchase Order**") if you choose to register for an account with us or *Use* our *Products and Services*. *Payment* will be due at the time of registration.
- d. Unless otherwise agreed to, No *Products and Services* will be delivered or available without advance *Payment* of *Fees* due. In the event *Fees* are contested or refused, or your method of *Payment* fails, your right to access and *Use* our *Products and Services* may be terminated without notice to you.
- e. You have thirty (30) days from receipt (or charge) to contest any *Fees*. If not contested within this time, you waive any right to contest such *Fees*.
- f. *Payment* of *Fees* is due in U.S. Dollars (USD).
- g. If you contest any *Fees*, your sole right will be to terminate your account and *Use* of our *Products and Services*.
- h. Failure to pay any undisputed *Fees* when due will result in termination of all our *Products and Services* at our option upon ten (10) days written notice to you.
- i. At our option, we may charge interest on late *Payments* at the rate of 1% each month, compounded monthly.
- j. In the event a final order issues favor of us regarding any *Claim*, late *Payment* and interest charges will be added to the amount ordered to be due to us, calculated from the date the disputed *Fees* should have been originally paid. Late *Payment* and interest will not accrue for disputed *Fees* for which a final order issues in your favor.

- k. You are responsible for all our collection charges and expenses, including, without limitation, attorneys' fees and costs.
- l. From time to time we may increase our *Fees*. In the event you disagree with such *Fees*, your sole recourse shall be to cease using our *Products and Services*. If you have entered into an annual contract for *Products and Services*, *Fees* will not increase during that year.
- m. Other than taxes on OWT's net income, You will be responsible for payment of all taxes, fees, charges, surcharges, or withholdings of any nature imposed by any U.S. or foreign taxing or government authority based on the provision, sale or use of the *Services* (hereafter "Taxes") and a regulatory administrative recovery fee to recover expenses incurred by OWT related to its collection of Taxes and compliance with related regulations. All charges, fees, or quotations for *Services* are net of applicable Taxes. If You is required by applicable law to make any deduction or withholding from any payment due hereunder to OWT, then the gross amount payable by You to OWT will be increased so that, after any such deduction or withholding for Taxes, the net amount received by OWT will not be less than OWT would have received had no such deduction or withholding been required.
- n. Travel and Other Expenses. Subject to pre-approval in writing or via email by you, upon invoice from OWT, you agree to pay for any reasonable and necessary travel or other out-of-pocket expenses incurred by OWT or its personnel in connection with the performance of *Services*.
- o. This Section #12, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

13. Updates.

If you *Use* our *Products and Services*, you grant us permission to install upgrades, updates, and improvements in our sole discretion.

14. Bugs/Errors.

We agree to notify you (a) of any material errors reasonably discovered within our Overwatch Technology software and services and to provide maintenance therefor,

i.e., those errors that that would cause Phishdefy™ to fail in its intended purpose, or (b) if such material errors are not capable of being repaired. Your sole remedy for our failure to repair a bug or material error is to terminate your *Use of our Products and Services*. Failure to repair bugs or material errors shall not be a breach of these Terms.

15. Assignment of Improvements.

- a. In the event you think of, create, reduce to practice, manufacture, or have manufactured any *Derivative Works* to our *Products and Services*, including without limitation, modifications, improvements, or revisions, you agree:
 - i. To promptly notify us of any such *Derivative Works* by contacting legal@overwatch.technology, providing all appropriate information for us to develop and utilize such *Derivative Works*, and
 - ii. You hereby assign to us all world-wide rights, title, and interest in any such *Derivative Works* and agree to execute any documents required to reflect this assignment without further compensation.
- b. This Section #15, including all subsections, shall survive termination of your *Use of our Products and Services* and any other agreement you may have with us.

16. User Content.

- a) *User Content* is created and maintained by you. You understand that the views and opinions expressed in any *User Content* do not state or reflect our views or opinions. You are solely responsible for your *User Content* and the consequences of creating and maintaining such *User Content* as it may be accessible by our *Products and Services*.
- b) By creating, maintaining, and publishing *User Content*, you affirm, represent, and warrant that:
 - i. You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use *User Content*.

- ii. Your *User Content* does not and shall not: (a) infringe, violate, or misappropriate any third-party rights, including *Intellectual Property* or other proprietary right, (b) slander, defame, harass, or libel any third party, or (c) violate any *Laws*.
- c) You agree to permit *OWT* and our *Affiliates* and *Business Partners* to access your *User Content* solely to improve our *Products and Services*, analyze how our *Products and Services* are being utilized, assist you with your *Use* of our *Products and Services*, and provide you with reports, analysis, and information on security issues. As part of that *Use, we may review End User data logs to determine where security issues exist.* We will not aggregate, monetize, or otherwise use *User Content* for commercial, analytical, or statistical purposes in any manner that would allow third parties access to your *User Content* or to associate your *User Content* with you without your prior permission.
- d) For technical reasons, after your termination of your registered account your *User Content* may continue to exist for a reasonable period of time in our backup or archived materials, but it will not be visible to others.
- e) Your sole and exclusive remedy for any loss or damage to *User Content* will be for us to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such data that we have maintained in accordance with our standard archival/backup procedures.
- f) You should take steps to regularly back up your *User Content*. Upon termination for nonpayment or termination for any other reason, we will have no obligation to provide a back-up of any *User Content* to you. Should you request any copy of a back-up from us, and we are in possession of the material requested, you will be charged our normal and standard rates for the time required to obtain and provide that *User Content* to you. We shall not be liable for any *Claims*, including attorneys' fees and costs, if we do not possess the most recent back-up of your *User Content*.
- g) You understand and agree that if you share *User Content* with others, that content may continue to be visible after you delete your account unless those individuals have also deleted it.
- h) You hereby release, discharge, and agree to indemnify and hold us harmless from any liability whatsoever for any *Claims*, including attorneys' fees and costs, by virtue of your (i) loss of *User Content*, (ii) any blurring, distortion, alteration, or

optical illusion, that may occur or be produced in *User Content* or in any subsequent processing thereof, as well as any publication thereof, and (iii) any unauthorized use of your *User Content* by a third party with whom you share such content.

- i) This Section #16, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

17. **Warranties and Representations.**

- a) As a *Client* and an *End User*, you warrant and represent that you shall use all reasonable efforts as are standard in the industry to assist us in providing *Products and Services* to you, including without limitation, making personnel, resources, and property available, at our request, during *Regular Business Hours* for purposes of setup, integration, and reasonable support, responding promptly to requests for information, providing us with any and all information in your possession or control to assist us in providing *Products and Services*, and maintaining a reasonable level of staffing and resources to continue self-reliance. Further, you are solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, and software to allow your *Use* of our *Products and Services*. In addition, you agree to *Use* our *Products and Services* in compliance with all operating instructions and procedures that we may provide and as may be amended from time to time in our sole discretion.
- b) You shall comply with all *Terms* herein or as amended from time to time.
- c) You hereby indemnify and hold us harmless from liability, including attorneys' fees and costs, related to any *Claim* arising from your breach of the representations and warranties in these *Terms* (including subsections).
- d) This Section #17, including all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

18. **Eligibility.**

- a) Our *Products and Services* are not intended for children. You must be the age of

majority in the jurisdiction in which you reside. By agreeing to these *Terms*, you represent and warrant to us that: (i) you are not under the age of majority where you reside and are competent to agree to these *Terms*, (ii) you have not previously been suspended or removed from *Using our Products and Services*, and (iii) your *Use* of our *Products and Services* is in compliance with any and all applicable *Laws*.

- b) If you are *Using* our *Products and Services* on behalf of a company or organization, you represent and warrant that you have the authority to bind such organization to these *Terms* and you agree to be bound by these *Terms* on behalf of such organization and on behalf of yourself.

19. **Refusal of Service/Right to Terminate.**

- a) You understand and agree that we have the right to refuse to provide *Products and Services* to you or any other individual or entity in whole or in part for any reason in our sole discretion. Any alteration in *Products and Services* or refusal to provide *Products and Services* shall not be a breach of these *Terms* or any agreement with you and shall not subject us to any liability for *Claims*, including attorneys' fees and costs, without limitation, even if you suffer damages.
- b) You may terminate your agreement with us at any time, however, *Fees* paid, or due, are not refundable.
- c) Except for those Sections that survive termination, these *Terms* shall be binding for as long as you *Use* our *Products and Services* or as otherwise agreed in any separate, signed agreement.
- d) These *Terms*, including any *Purchase Order*, if any, are terminable with cause and without judicial resolution upon written notice from the non-breaching party to the asserted breaching party if the asserted breach has not been cured by the asserted breaching party within sixty (60) calendar days from receipt of such notice ("**Cure Period**"). If it is not reasonably possible to cure the breach within the *Cure Period*, but the breaching party is making reasonable efforts to effect a cure, the *Cure Period* shall be reasonably extended to permit completion of the cure. If, at the end of the *Cure Period*, or extension thereof, the asserted breach has not been cured and there remains a *Claim*, you and OWT may mutually agree to resolve the matter through mediation in the *Jurisdiction*. Otherwise, these *Terms* shall control regarding resolution of the *Claim*. You acknowledge

and agree that we shall be entitled to seek any additional remedies available at law or equity for your breach of these *Terms*.

- e) If you, as the *Client*, fail to satisfy the *Payment* provisions, Confidentiality provisions, *Intellectual Property* provisions, or license limitations of these *Terms*, we shall have the right, to exercise at our sole discretion, to immediately terminate your *Use* of our *Products and Services* without any *Cure Period*.
- f) Termination, for any reason, shall be effective on receipt of notice of termination. *Fees* due and owing shall continue to be due with any accrued interest, regardless of termination for any reason.

20. Copyright.

Our *Products and Services* are copyrighted and owned solely by, or are entrusted by third parties to, us. Your unauthorized use may violate applicable *Laws*. You may not use copyrighted materials, excluding your *User Content*, without written permission.

21. Trademarks.

We own the following trademark(s) and trade name(s), whether registered in the U.S., elsewhere in the world, or utilized at common law:

This list may not be complete and we may own additional trademarks or service marks that are not listed herein. We may also use trademarks owned by our *Business Partners*. Such use is with permission. You may not use trademarks owned by us or our *Business Partners* without prior written authorization. If you have questions about such trademarks, please contact legal@overwatch.technology.

22. Intellectual Property Violations.

- a) If you upload *User Content* owned by a third party, it is your responsibility to ensure you have the right to such content.

- b) If you believe your *Intellectual Property* (including copyrighted material) has been posted on our *Site* or within our *Products and Services* by an *End User* without your permission, please contact legal@overwatch.technology and provide all the information detailed below:
- i. Your, or your authorized agent's, physical or electronic signature as the *Intellectual Property* owner,
 - ii. Identification of the *Intellectual Property* claimed to have been infringed or, if multiple materials are infringed, identification of a representative list of such works, including a link to the original work and any registration certificates if available,
 - iii. A hyperlink or copy of any registration supporting your ownership,
 - iv. Identification and location of the infringing material with reasonable specificity to allow us to locate it,
 - v. Your contact information, including name, physical and email addresses and telephone number(s),
 - vi. A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by you, as the *Intellectual Property* owner, your agent, or the *Law*, and
 - vii. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the *Intellectual Property* owner (if filed by an agent).
- c) We require all of the above information. If you send us incomplete information, your claim will be delayed, and we will not be able to process your request. We will return your request, indicating what information is missing by checking one or more of the requirements as detailed above.

23. Relief for Breach.

We reserve all rights and remedies at law and equity in the event you breach any of these *Terms* or violate our rights in any manner. You agree that we may proceed with such injunctive or other equitable relief without the necessity of posting a bond as may be available to prevent your breach and, in addition, may pursue an action to recover damages. You agree that if you have, directly or indirectly, cloned or are using a clone of our *Products and Services* (including the *Site*), in whole or in part, or have intentionally or recklessly utilized our *Products and Services* for your own or a third party's use, for any reason, or you have misused our *Intellectual Property* or that of our *Business Partners*, in any manner or breached these *Terms*, you shall be

liable for all damages incurred by us, any profits earned through such breach, and you may be subject to an injunction to prevent further breach. We may also terminate your access to our *Products and Services*, without reimbursement for *Payments* made to us.

24. Business Partners.

We may have agreements with other individuals or companies (“***Business Partners***”), which partners may change without notice. We do not (and cannot) grant you any rights to further use our *Business Partners’ Intellectual Property*, products, or services without that *Business Partner’s* written permission. For *Personal Data* that may be shared with our *Business Partners*, please consult our [Privacy Policy](#). **We do not assume any responsibility or liability for the products or services provided by *Business Partners*. You agree to not make any *Claim* for liability or damages arising from your use of products or services owned by our *Business Partners*, regardless of whether you purchase, license, or lease such products and services through us.**

25. Links/Third-Party Products and Services.

Any reference or link to another company, website, product, or service (including those of our *Business Partners*) does not constitute or imply any ownership, sponsorship, endorsement arrangement, or any other relationship with us. We make no representation regarding these third parties and have no control over how third parties use information, their use of “Cookies,” or the safety of content on their websites. Please consult our [Privacy Policy](#) and the information regarding [Linked Sites](#) in that policy. Should you be directed to a third-party website, we disclaim any and all liability whatsoever (as more specifically detailed by our [Disclaimers](#)). Should you have any questions regarding these third parties, or the information shared, please contact legal@overwatch.technology.

26. Electronic Communications.

- a) By accessing our *Site* and/or *Using* our *Products and Services* or contacting us for further information, you consent to receiving our electronic communications and those of our *Business Partners* as limited by our

[Privacy Policy](#). You will be provided with an option to opt out of communications in each communication. If you reside in the EU/EEU, you will be asked for permission prior to receiving such communications.

- b) You agree that any notice, agreements, disclosure, or other communications that we send to you electronically shall satisfy all legal communication requirements, including that such communications be in writing. Should you wish to opt out of e-mail communications, except for legal notices, please let us know by contacting unsubscribe@overwatch.technology. We will remove your e-mail from our database for such e-mails within a reasonable time period, but no longer than thirty (30) days. Notwithstanding, our delay in complying with your opt-out request shall not be considered a breach of this Agreement.

27. Indemnity.

You agree to hold harmless and indemnify us and our owners, directors, employees, independent contractors, other *Clients* and *End Users*, and our *Business Partners* and *Affiliates*, from and against any *Claims*, including attorneys' fees and costs, arising in any way from or related to

- your *Use* of our *Products and Services*,
- your *Use* of our *Affiliates'* or *Business Partners'* products or services,
- your loss of any of your *User Content*,
- Third-party *Claims* regarding your *User Content*,
- Your acts or omissions that cause damage or injury to a third party, or
- Our use of third-party property, at your request, that violates that third-party's rights to its tangible property, *Intellectual Property*, or other rights.

28. U.S. Government Restricted Rights/Export Restrictions.

In the event our *Products and Services* are being provided to the U.S. government or a quasi-governmental entity, the following applies:

SOFTWARE PROVIDED WITH RESTRICTED RIGHTS. If our *Products and Services* are used on behalf of a U.S. government agency or quasi-government agency, these *Terms* constitute the entire agreement between the government agency and us and are

binding on government *End Users* in accordance with the policy stated at FAR Sec. 12.211 and 12.212 (nondefense agencies) or DFAR 227.7201 and 227.7202 (for defense agencies). Our *Products and Services* are commercial items, developed at private expense, and not under a government contract. Pursuant to FAR 12.212 (for nondefense agencies) and DFARS 227.7202-1 and 227.7202-3 (for defense agencies), the government's rights in such software and related *Products and Services* are limited to those rights granted in these *Terms*.

You shall provide us with prompt notice of government inclusion. You warrant and represent that you shall not, directly or indirectly, export or transmit our *Products and Services* or technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without our prior written consent and, if required, the consent of the Bureau of Export Administration of the U.S. Department of Commerce or such other governmental entity as may have jurisdiction over such export or transmission. You agree to indemnify and hold us harmless from any *Claims* whatsoever, including without limitation, attorneys' fees and costs, for any breach of this Section #28, including subsections.

29. **Choice of Law/Applicable Laws.**

You agree that any legal problems or issues arising as a result of our *Products and Services* are subject to the *Laws* of the State of Colorado, U.S.A., unless U.S. Federal laws supersede, without giving effect to any principles of conflict of laws. Only the District Courts in the county in which we have our principal place of business or the U.S. District Court closest to our principal place of business shall have jurisdiction over matters concerning our *Products and Services*, including without limitation, *User Content* (the "**Jurisdiction**"). Further, you and we expressly and irrevocably consent to the personal jurisdiction and venue in this *Jurisdiction* for any violation of these *Terms*. You also agree that, in any *Claim* with us, you shall only assert *Claims* in an individual (non-class, non-representative) basis, and that you shall not seek or agree to serve as a named representative in a class action or seek relief on behalf of anyone other than yourself.

The Uniform Computer Information Transactions Act does not apply to these *Terms* or to any *Purchase Order* or other agreement between you and OWT.

We administer our *Products and Services* from our offices in Colorado, USA. We make

no representation that our *Products and Services*, including without limitation, the *Site* and *Information* thereon, are appropriate or available for *Use* in your location, and access to our *Products and Services* from territories where its content is illegal is prohibited. If you choose to access our *Products and Services* from outside the United States, you do so on your own initiative and are responsible for compliance with applicable *Laws*.

30. **Notices.**

Any notice, request, demand, or other communication required under these *Terms* must be in writing and will be deemed sufficiently given upon delivery if provided to us and/or you (as appropriate under the circumstances) when hand-delivered or mailed, postage pre-paid, with confirmation of delivery. All such notices will become effective on the date of receipt.

Any notice to us should be provided to:

470 Commerce Dr #100
Peachtree City, GA 30269
(404)965-0504

Questions or comments regarding these *Terms* may be sent to:

info@overwatch.technology

- (for questions regarding our *Products and Services*)

legal@overwatch.technology

- (for legal issues or questions regarding these *Terms*)

31. **Confidentiality.**

We have invested significant time and effort and will, over the course of your use of our *Products and Services*, continue to invest time and effort in furtherance of our business, which effort has and will cause the production of various trade secrets (as defined by U.S. Federal law) and other confidential information (collectively "*Confidential Information*").

Confidential Information will be considered confidential and proprietary if it is stamped as "CONFIDENTIAL," would reasonably be considered confidential under ordinary circumstances, or is identified as such by us to you. You agree to maintain *Confidential Information* as secret and will not use or disclose such *Confidential Information* to any third parties without our written authorization except as permitted herein.

Notwithstanding, *Confidential Information*, whether or not marked as CONFIDENTIAL, will include patent applications before publicly available, source code, object code, marketing procedures and methodologies, training materials and procedures, onboarding deliverables, if any, reference guides, personnel information, you and potential your information, budgets, forecasts, and other financial or business information not generally made public.

Information will not be deemed to be confidential or proprietary which information you can adequately demonstrate (i) was known to you before disclosure by us; (ii) is now or hereafter becomes part of the public domain without your fault; or (iii) is disclosed to you on a non-confidential basis by a third party under no legal disability to make such a disclosure.

Disclosure of *Confidential Information* pursuant to this Section #31, including subsections, is not precluded if such disclosure is in compliance with a valid subpoena or order of a court or other governmental body of the United States or any political subdivision thereof; provided that if you are so required to disclose, you will first give advance notice to us of any such request for disclosure as promptly as is feasible in order that we may, in our discretion, seek a protective order or such other appropriate remedy as we deem necessary. Failing entry of a protective order, if you are, in the opinion of your counsel, compelled to disclose the *Confidential Information*, you will disclose only that portion of the *Confidential Information* as is legally required without liability hereunder.

Neither you or we will be held criminally or civilly liable under any U.S. Federal or state trade secret law for disclosing trade secrets for the purpose of reporting or investigating a suspected violation of law, including a claim of retaliation for reporting a suspected violation of the law that is made (i) in confidence to a U.S. Federal, state, or local government official, either directly or indirectly, or to an attorney, as long as such disclosure is subject to a protective order or agreement to maintain confidentiality of the information, or (ii) is made pursuant to court order and filed under seal.

You acknowledge and agree that monetary damages would be an inadequate remedy if you breach your confidentiality obligations in this Section #31. Accordingly, you agree that we (or our *Business Partners* relating to their *Confidential Information*) shall be entitled to equitable relief against you, including injunctive relief and specific performance without the requirement of posting bond, for your breach of this Section #31.

32. DISCLAIMERS AND LIMITATIONS ON LIABILITY

- a) **While our *Products and Services* have been proven helpful to individuals and companies, there are no guarantees that our *Products and Services* will protect you from any internal or external threats and/or cyber security issues, incidents, or breaches. Your security varies greatly and is a result of careful internal security policies and employee education. We encourage you to use the same precautions for computer and network security as you would use to protect any other highly confidential information.**
- b) Statements detailed within our *Products and Services* may be statements of future expectations and other forward-looking statements that are based on our current view and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied. **Except as specifically detailed in our *Terms*, our *Products and Services* shall not form the basis of, or be relied upon in connection with, any additional contract or commitment whatsoever.**
- c) OWT *PRODUCTS AND SERVICES* ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS UNLESS OTHERWISE SPECIFIED IN AN APPENDIX HEREIN.
- d) **TO THE EXTENT PERMITTED BY LAW, OWT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) EXPECTED OR INTENDED RESULTS, AND (D) NON-INFRINGEMENT. WE DISCLAIM ANY AND ALL LIABILITY FOR YOUR INABILITY TO USE OUR *PRODUCTS AND SERVICES* OR THOSE OF OUR *BUSINESS PARTNERS* FOR ANY REASON, INCLUDING, WITHOUT**

LIMITATION, DEFECTS IN THE ACCURACY OR COMPLETENESS, DELAY OR FAILURE OF TRANSMISSION, ERRORS OR OMISSIONS, PROBLEMS WITH *BUSINESS PARTNERS*, INCOMPATIBILITY WITH OPERATING SYSTEMS, BUGS, VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

- e) You assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components caused by you or third parties, including our *Business Partners*, or originating in your environment, unless such errors or viruses are the direct result of OWT's gross negligence or willful misconduct.
- f) **WE DISCLAIM ANY AND ALL LIABILITY REGARDING THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, SCORES, RESULTS, OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED THROUGH OUR *PRODUCTS AND SERVICES* OR THOSE OF OUR *BUSINESS PARTNERS*.**
- g) **OWT DOES NOT WARRANT OR GUARANTY THAT THE PRODUCTS AND SERVICES WILL IDENTIFY OR PREVENT ALL VULNERABILITIES, THREATS, OR INTRUSIONS AND CLIENT ACKNOWLEDGES THAT THE PRODUCTS AND SERVICES ARE TOOLS FOR CLIENT TO USE IN ORDER TO ASSIST IN SUCH IDENTIFICATION AND PREVENTION EFFORTS.**
- h) **EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL OWT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHATSOEVER, WITH RESPECT TO OUR *PRODUCTS AND SERVICES* OR THAT ARE OFFERED BY OR FROM THIRD PARTIES, INCLUDING OUR *BUSINESS PARTNERS*.**
- i) **IN THE EVENT OUR *PRODUCTS AND SERVICES* ARE ACCESSED, UTILIZED, PURCHASED, OR LICENSED FROM OWT IN A JURISDICTION THAT DOES NOT PERMIT ALL OR A PART OF THESE DISCLAIMERS, THE MAXIMUM AMOUNT RECOVERABLE FOR ALL *CLAIMS* RESULTING IN A FINAL JUDGMENT, WHETHER BROUGHT AT ONCE OR SEPARATELY OVER TIME, SHALL BE RESTRICTED TO THE DIRECT DAMAGES MAXIMUM RECOVERY LIMITS HEREIN AND SHALL ONLY BE AVAILABLE TO OUR AUTHORIZED *CLIENTS*, AND NOT FOR CLIENTS WHO HAVE PURCHASED, LICENSED, OR LEASED OUR *BUSINESS PARTNERS'* PRODUCTS AND SERVICES.**

- j) **DIRECT DAMAGES MAXIMUM RECOVERY LIMITS.** OWT will only be liable for direct damages proven in a final judgment or negotiated resolution of any *Claim* between an authorized *Client* and us up to the maximum recovery herein. The maximum recovery for such an authorized *Client* solely for our *Products and Services*, and not those of our *Business Partners*, will be the total of *Fees* paid by such *Client* to us during the two (2) months immediately preceding when the covered *Claim* arose (if paid annually, such *Payment* shall be reimbursed in pro rata share for two (2) months). This maximum recovery will include all costs and expenses, including, without limitation, your attorneys' fees and costs.

33. General Terms.

- a) **Reservation of Rights.** All *Products and Services* remain our exclusive property. We reserve all rights not expressly granted to you. Any license to our *Products and Services* is non-exclusive and non-transferrable.
- b) **Assignability.** We may assign all or part of our rights under these *Terms* in connection with a merger, acquisition, asset sale, operation of *Law*, or otherwise without notice to you. You may not assign your subscription, agreement, login information, or rights under these *Terms* to third parties for any reason without our written consent. There are no third-party beneficiaries to these *Terms*.
- c) **Independent Contractors.** EACH OF US IS AN INDEPENDENT CONTRACTOR TO THE OTHER AND NEITHER IS AN AGENT OR REPRESENTATIVE OR JOINT VENTURER WITH THE OTHER FOR ANY PURPOSE. NEITHER OF US IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE OTHER AND EACH OF US IS REQUIRED TO PAY ALL OUR OWN STATE AND FEDERAL TAXES WITHOUT CONTRIBUTION FROM THE OTHER. You unconditionally agree to hold harmless and indemnify us from your failure to remit appropriate taxes to governmental agencies (including foreign agencies where applicable). You will not have any right or authority to assume or create any obligation, commitment, or responsibility for or on behalf of us. We unconditionally agree to hold harmless and indemnify you from our failure to remit appropriate taxes to governmental agencies (including foreign agencies where applicable). We will not have any right or authority to assume or create any obligation, commitment, or responsibility for or on behalf of you.

- d) **Claims.** In the event you have knowledge of any *Claim* made by a third party against you, or referencing you, and relating in any manner to our *Products and Services*, you will promptly notify us at legal@overwatch.technology of such *Claim*. You will further assist us with all reasonable assistance in the defense of such *Claim*. No settlement shall be agreed upon without our involvement and approval.
- e) **Severability.** If any provision of these *Terms* is held to be invalid, illegal, unenforceable, or in conflict with applicable *Laws* or public policy, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect. You and OWT (or a court in the *Jurisdiction*) will endeavour to modify that clause in a manner that gives effect to the intent of these *Terms*.
- f) **Language.** These *Terms* are to be construed in the English language. Any translated copy provided is for convenience only. The English language shall control in the event of any contradiction between the English language version and a translated version. Any *Claim* must be made and determined in the English language.
- g) **Force Majeure.** We will not be liable for any damages to you or to third parties for any delay or default in performance if such delay or default is caused by conditions beyond our control, including, but not limited to, acts of God, Government restrictions, regulations, *Laws*, sequester, continuing domestic or international problems such as wars, threats of terrorism, insurrections, strikes, fires, floods, work stoppages, or embargoes; provided, however, either you or we will have the right to terminate these *Terms* and any other agreement between us upon thirty (30) days prior written notice if delay or default due to any of the above-mentioned causes continues for a period of two (2) months. *Payments* are not refundable.
- h) **Acceptance.** These *Terms* are effective on your acceptance by checking the "I Accept" box or the signing of our *Purchase Order*. No further signature or execution is required to accept these *Terms*. You may download a copy of these *Terms* for your records.
- i) **Counterparts.** Any additional executed agreement, such as a *Purchase Order*, may be executed in any number of counterparts, but shall not take effect until each of the *Client* and OWT has executed at least one counterpart. Each counterpart shall constitute an original, but all the counterparts together shall

constitute a single agreement. The exchange of copies of any agreement between us and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery and may be used in lieu of the original agreement for all purposes. Signatures transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- j) **Construction.** Any reference to “herein” shall refer to these *Terms* and not to a specific Section. Headings and fonts are for convenience only. Anything that cannot be done “directly” under these *Terms* may also not be accomplished, and shall be a breach of these *Terms*, if done “indirectly.” Any limitation on the *Use* of our *Products and Services* or our tangible property or our *Intellectual Property* automatically includes a limitation on the use of such property “in whole or in part.” These *Terms* are not to be construed against the drafter. Any reference to a “Section” shall include all subsections.
- k) **Waiver.** Waiver by either us of any provision of these *Terms* must be in writing to be effective. Waiver of any breach of any provision of the *Terms* will not constitute or operate as a waiver of breach of such provision on any other occasion nor a waiver of any breach of other provisions, nor will failure to enforce any provision operate as a waiver of such provision.
- l) **Appendices.** In the event of any conflict within these *Terms*, including Appendices, the terminology most protective of OWT shall control.
- m) **Non- Solicitation of Employees** OWT and Client agree that, during the Term of this Agreement and for a period of six (6) months thereafter, neither such Party nor such Party’s representatives or agents shall directly or indirectly initiate any discussions or negotiations regarding the hiring of any officer or employee of the other Party so employed at the time without the prior written consent of the other Party. For purposes of this Section m, general solicitations of employment not targeted at employees or officers of a Party shall not be deemed to be restricted hereunder.
- n) **Compliance** You are responsible for compliance with federal, state, and local laws. You are also responsible for carrying appropriate levels of insurance for your business covering risks known or unknown to you, including without limitation, risks related to cyber-security.

34. **Survival.**

Sections 18-34 of these *Terms*, and all subsections, shall survive termination of your *Use* of our *Products and Services* and any other agreement you may have with us.

BY SIGNING OUR PURCHASE ORDER OR CHECKING THE “I ACCEPT” BOX, YOU REPRESENT AND WARRANT, SWEAR, AND AFFIRM THAT YOU HAVE FULLY READ AND AGREE TO THESE TERMS, INCLUDING ALL APPENDICES AND OUR PRIVACY POLICY.

Appendix A:

Overwatch Technology software and services End User License Agreement (EULA) Supplement

1. **TERMS.** All Sections of our online *Terms*, including without limitation, our *Privacy Policy*, are included in this End User License Agreement (EULA) Supplement as if fully set forth herein.
2. **LICENSE.** Once you accept this EULA, we will provide you, the *Client*, with the number of licensed user names and passwords to access and use Overwatch Technology software and services and services for its normal and intended purposes for internal business purposes only. This ability to use Phishdefy™ is known as a license. The license is non-exclusive and terminable. We may terminate this license if you or your employees fail to abide by all *Terms*.

Phishdefy™ updates, modifications, enhancements or new versions, if we provide any to you, will also be subject to this Agreement.

For the term of this EULA, you hereby grant a license to us and our *Business Partners* the right to access, view, and report on *User Content*, including without limitation, user logs, to provide you with reports, analysis, and information regarding security issues.

3. **NOTIFICATION OF EUROPEAN UNION/EUROPEAN ECONOMIC AREA SUBJECTS.** In the event you, including *End Users*, are located in the European Union or European Economic Area, you will provide us with written notice of the existence of such *End Users*. In that event, you hereby agree that all *Terms*, including without limitation our *Privacy Policy* are sufficient and in compliance with applicable *Laws*. You also hereby consent to the Cookies we use and consent to communications from us regarding our current or prospective *Products and Services* or those of our *Business Partners*. You will have an opportunity to “opt out” or “unsubscribe” in each communication.
4. **REVISIONS.** We reserve the right to modify, discontinue, delete, or restrict any aspect or feature of our Overwatch Technology software and services without notice or liability to you. We also reserve the right to change this EULA at any time and in

any manner. We will, however, make commercially reasonable efforts to provide you with prior notice of such alterations.

The most current version of this EULA is available on this page of our website and will replace all previous versions. We will provide you with notice of a change to our *Terms* and will require your renewed acceptance in that event. Your only recourse, if you disagree with our *Terms*, including this EULA, at any time, is to discontinue your use of the Overwatch Technology software and services.

5. **FEES/CHANGES.** All *Fees* for use of Overwatch Technology software and services are referenced in a separate *Purchase Order*. All *Payments* required must be timely paid or your access to the software will be interrupted or terminated. Please be aware that your actions may also result in increased *Fees*.
6. **SYSTEMS ADMINISTRATOR USERS.** If you are a systems administrator for a *User* who has licensed multiple passwords or logon IDs, you may authorize additional *End Users*, up to the number of licensed passwords, and you may assign various permission levels to those passwords.
7. **DATABASE INFORMATION.**
 - a) You own all your *User Content* you create and maintain or that is reviewing, analyzed or reported on through Overwatch Technology software and services. We recommend you back up your data regularly. If you lose or damage your data, we are not responsible for that loss. Your inability to recover lost *User Content* shall not be a breach of our *Terms* or any other agreement we may have with you.
 - b) In order to provide you with reports, analysis, and information regarding security issues, we will back up your user logs on our cloud-based Amazon Web Service (“AWS”) servers. We require our third-party processors to maintain such information as confidential. For more information, please consult Our [Privacy Policy](#).
 - c) You grant us a royalty-free, nonterminable world-wide license to view, copy, report on, commingle, and otherwise use non-personally identifiable *User Content*, analytics, and statistical information derived from your *User Content* (i) to improve our *Products and Services* generally, (ii) to perform troubleshooting and maintenance, (iii) to advertise our *Products and Services*; (iv) to provide you with reports, analysis, and information regarding security issues..
 - d) You grant us a royalty-free, nonterminable world-wide license to view, copy, report on, commingle, and otherwise use personally-identifiable *User Content*,

analytics, and statistical information derived from your *User Content* to provide you with reports, analysis, and information regarding security issues.

8. **OWNERSHIP.** We own the Licensing for Overwatch Technology used software and services. The license granted to you gives you no other rights, title, or interest in our software. Upon termination of this license, you will not maintain any copies of the Overwatch Technology software, you will destroy all backups and archival copies of such software, and you will certify that you do not have possession of any of our property. The terms of this Appendix A, Section #7 will survive termination of our *Terms* and any other agreement between us.

9. **NO COMMINGLING/SOLICITATION.**

e) You may not attempt to develop business through use of any part of our *Intellectual Property* without our prior written authorization.

f) You also agree not to, directly or indirectly, present, develop, manufacture, produce, market, sell, or provide any product or service that uses any concepts, formats, presentation methods, terminology and/or other *Intellectual Property* owned by us or that is specifically derived from or attributable to our property anywhere in the world.

g) You will not, directly or indirectly, induce or attempt to induce any person not to purchase or use any of our *Products and Services*.

h) The terms of this Appendix A, Section #8a, b, and d shall survive the termination of these *Terms* or any other agreement between us.

10. **HARDWARE AND SERVICE.** We do not supply any hardware to you. You are solely responsible for acquiring and maintaining all hardware and software to allow you to access to Overwatch Technology software and services. You agree to follow all appropriate operating instructions and procedures that we or third parties may provide. In the event you lose information through network, hardware, software (other than Overwatch Technology software and services) or user error, you are responsible for any charges in our attempting to retrieve that information. **WE CANNOT GUARANTEE RECOVERY.**

11. **PERFORMANCE.** You understand and agree that the operation and availability of the systems used to access and interact with Overwatch Technology software and services and services, including, without limitation, computer networks and the Internet, can be unpredictable and may interfere with or prevent access to or operation of Overwatch Technology software and services and services. We are in no way responsible for any such interference or inoperability. Your sole recourse for

performance issues that are not resolved to your satisfaction is to terminate this license and stop using Overwatch Technology software and services and services.

12. **BANKRUPTCY.** You hereby agree that in the event you file for bankruptcy or have any involuntary bankruptcy filed against you, with an order for relief being entered, we shall be entitled to relief from the automatic stay of Section 362 of Title 11 of the U.S. Code, as amended, on or against the exercise of the rights and remedies available to us; and you hereby waive the benefits of such automatic stay and consent and agree to raise no objection to such relief. You further agree that we, in our sole discretion, may immediately terminate all agreements we have with you without *Cure Period* by means of a written notice to you in the event that a creditor or other claimant takes possession of, or a receiver, administrator or similar officer is appointed over any of your assets, or in the event that you make any voluntary arrangement with your creditors or become subject to any court or administration order pursuant to any U.S. Bankruptcy proceeding or insolvency *Law*. You will promptly inform us of any intention to file a voluntary petition in bankruptcy or of another's communicated intention to file an involuntary petition in bankruptcy against you.
13. **SUPPORT/TRAINING.** Unless you enter into a separate maintenance, service, and/or training agreement with us, we will not provide any training or onsite support relating to Overwatch Technology software and services or services.
14. **SURVIVAL.** In addition to all surviving Sections in our *Terms*, the following Sections, including all subsections, shall survive termination of your *Use of our Products and Services* and any other agreement you may have with us: Sections #1, 3, 5, 7c(i), (iii), and (v), 8, and 9.

If you have any questions about this EULA, please contact info@overwatch.technology before signing our purchase order or clicking "I ACCEPT"

Updated February 26, 2019

Appendix B:

OWT Consulting, Alert and Managed Services Supplement

1. **TERMS.** All online *Terms* are included in this Supplement as if fully set forth herein.

Consulting Services

Client Responsibility: You agree to furnish personnel, facilities and resources, and undertake the responsibilities set forth below. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. An employee of Client will make or obtain all management decisions with respect to our engagement on a timely basis, and we are authorized to speak directly to such person and rely on such person's directions as the directions of the Client. You also agree that all assumptions set forth in the Purchase Order are accurate and agree to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently and we will not be obligated to evaluate, advise on, confirm or reject such decision and approvals. You will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the carrying out your responsibilities.

You acknowledge that no information technology security assessment or product can ever provide total assurance against potential security intrusions. The effectiveness of controls and security measures is subject to inherent limitations and all errors or problems may not be detected. Cyber security assessment results and products are subject to the risk that changes are made to your systems or controls, changes are made in processing requirements, changes are required because of the passage of time, or new technology is developed. We are not responsible for any lack of specific controls, breach of security or other errors or fraud related to any part of your systems.

Managed Services

Loss of Data & System Downtime: Client understands and agrees that the Services, including installation or repair of components to any system, may cause data or software programs in your environment to be damaged, destroyed or lost, whether it is a direct result or indirect result of any work performed on any systems within the environment during or after the Services are completed. Client also understands and agrees that Client is responsible for backing up all data and software programs in any system before any work is set to commence and that **OWT IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK** arising out of the services or support or any act or omission, including negligence, by OWT or a third-party service provider.

Software and Intellectual Property: OWT may make certain software available to Client in connection with its Services (“the Software”). Client’s use of this Software is subject to any software license terms that Client may be required to consent to as a condition to using the Software.

Authorization to Maintain & Access Client Devices: By purchasing the services under the Managed Services, Client acknowledges that OWT will access when necessary, connect to and manage Supported Devices via remote technologies (except where prohibited by law). In connection with these Services, OWT may perform remote management activities without first contacting Client. These activities include, but are not limited to: Updating or changing software drivers; Installing and applying software patches; Rebooting devices within maintenance windows; Deleting temporary files & clearing caches; Starting or restarting application services; Staging and executing scripts for automated maintenance routines; Network performance tuning; Transfer data associated with routine system tuning and upkeep between systems within a Client’s network; and Identify, collect, and report on detailed data for devices on a network. Notwithstanding the above, Client is responsible for notifying OWT of a restriction of remote access, connections or management activities related to any Supported Device. Restrictions may be limited to predefined permission profiles.

Access :The firmware, plug-ins and software included in or associated with any OWT provided equipment or Services, all updates, upgrades, patches, and bug fixes thereto (collectively, the “Software”), and all intellectual property rights therein, are owned by OWT or its Business Partners or licensors (each of such suppliers and licensors shall be referred to herein as a “Licensor”). Client agrees and acknowledges that (i) in order to utilize some Services or portions thereof or access its data, applications, devices and network (collectively, the “Resources”), Client may be required to first download, or to permit to be downloaded, Software; (ii) the IT environment is very dynamic and always changing with updates and upgrades to hardware, application software, firmware, operating systems, etc.; (iii) any device onto which such Software cannot be downloaded, or does not otherwise function properly, may be unable to utilize some or

all of the Services or access some or all of the Resources; (iv) downloading and installing any Software will require system memory, disk space and may negatively impact the processing speed of Client's Resources for which neither OWT, or Licensor will be liable, unless due to the gross negligence or willful misconduct of OWT or Licensor; (v) it is responsible for taking appropriate steps to safeguard its Resources; (vi) it will not reproduce, modify, distribute, publicly display, or reverse engineer, decompile or otherwise attempt to discover the source code for the Software, or otherwise infringe upon the intellectual property rights of its respective owner; and (vii) changes to any other software, hardware or the combination thereof associated with the Services by Client may render partially or fully unavailable the Service that was previously available.

Third-Party Warranties: Services may require OWT to access devices or software that is not manufactured by OWT. Some manufacturers' warranties may become void if OWT or anyone else other than the manufacturer services these devices or software. It is Client's responsibility to ensure that OWT's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Client. **OWT IS NOT RESPONSIBLE FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE OWT SERVICES MAY HAVE ON THE WARRANTIES.**

Updated February 26, 2019

PRIVACY POLICY

Updated February 26, 2019

We are committed to protecting and respecting your privacy. We also encourage you to review privacy choices you have in your computer's settings.

We understand that you care about the use and storage of your *Personal Data*. This policy explains the information we might collect, use, share, and keep about you, and may change from time to time so please check back here frequently. If you disagree with this Privacy Policy, please discontinue accessing or *Using our Products and Services*.

Our [Terms of Use](#) ("*Terms*"), including Appendices, are incorporated in this Privacy Policy as if fully set forth herein.

1. Scope of Policy.

This Privacy Policy applies to:

- Visitors to our *Site*, including but not limited to <https://overwatch.technology> and any of our *Affiliates' Sites*:
 - who request information by e-mail or telephone,
 - who create and maintain *User Content*, including user logs accessible by our *Products and Services*,
 - who apply for one of the career vacancies listed on our *Site*,
 - who purchase or license *Products and Services* from us, our resellers, or our *Affiliates*, or
 - who participate in any survey.
- *Clients* of our *Products and Services* provided by us or our *Affiliates* or our *Business Partners'* products and services.

- *Clients* of any of our *Products and Services* accessible through any of our downloadable or Internet-based programs or applications.

The legal definition of *Personal Data* varies by location. If you are located in the U.S., the legal definition in Colorado shall apply. If you are located outside the U.S., only the legal definition that applies in your physical location will apply to you under this Privacy Policy. Regardless of whose *Law* applies to the definition of *Personal Data*, any dispute shall be resolved pursuant to our *Terms* in the *Jurisdiction* using the Choice of *Law* specified herein.

2. **Consent.**

You are never required to provide us with the types of information covered by this Privacy Policy. For individuals located outside of the European Union/European Economic Area, by accessing our *Products and Services*, and/or providing information to us, you do so voluntarily and are expressly opting-in and unambiguously consenting to the collection, use, retention, disclosure, and transfer, including cross-border transfer, of your *Personal Data* as explained in this Privacy Policy. For Individuals located within the European Union/European Economic Area, you will be asked to 'opt in' to this Privacy Policy and our collection, use, retention, disclosure, and transfer of *Personal Data* prior to accessing our *Products and Services*. In some instances, your employer may 'opt in' on your behalf by separate agreement.

3. **No Use by Minors.**

We do not knowingly collect *Personal Data* from anyone under the age of majority in your location. Our *Products and Services* are directed at people who are at least the age of majority where they live. If you believe your child has provided us with information, please contact us by email at privacy@overwatch.technology and we will promptly delete that information.

4. **Sharing Personal Data/Unrelated Third Parties.**

We do not share, sell, or rent *Personal Data* to or with unrelated third parties without providing you a choice. *Personal Data* that you provide to us while using our

Products and Services may be used to contact you for promotional offers, marketing programs, or other communications from us, our vendors, contractors, *Affiliates*, licensors, licensees (other than you), or *Business Partners*. If you are accessing or using our *Products and Services* as an employee, volunteer, or contractor, please be aware that your employer may have authorized us to use and/or share your *Personal Data*.

5. **Sharing Personal Data/Business Partners.**

Our *Business Partners* who have access to your *Personal Data* in connection with providing products and services to us or you are required to keep your information confidential and are not permitted to use this information for any other purpose than to carry out the services they are performing for us or to communicate with you regarding legitimate business purposes as long as you have the option to opt out of that communication.

When we make *Personal Data* available to our *Business Partners*, we will not share with them any more *Personal Data* than is necessary; and we will use reasonable efforts to request that they use your information in a manner that is consistent with this Privacy Policy.

6. **Information We May Collect from You.**

We may collect and process the following types of information about you.

Commercial Requests.

What we Collect.

When you download marketing collateral or contact us, we collect and maintain some personal information so we can include you in our marketing database, comply with your request, and send you information on our *Products and Services*. Information we collect for these purposes usually includes your name and contact information. Where you contact us by phone, we may also keep a copy of that correspondence and your telephone number.

How Is It Used?

We may use information we collect from you to:

- provide you with the information requested,
- provide you with information that is similar to your inquiry, which may include marketing or promotional opportunities, and
- notify you about changes to our *Products and Services* or those of our *Business Partners* generally.

Why do we use it?

We use information collected to take necessary steps to respond to a request and/or to provide *Products and Services* requested. In addition, direct marketing is necessary for the legitimate business interests we and our *Business Partners* are pursuing.

Who has access to it?

Collected *Personal Data* is available to our employees with a legitimate business need, such as our marketing, order fulfillment team, and operations team (including our *Business Partners' operations team*).

In the event you request information regarding products or services we offer on behalf of our *Business Partners*, we will provide your name, title, employer name, email, and telephone number to our *Business Partners* so that they can contact you regarding your request. We will disclose the identity of our *Business Partner* to you prior to giving your *Personal Data* to such partner.

Clients/End Users.

What we Collect.

By licensing or purchasing our *Products and Services* or the products and services offered by our *Business Partners*, you are consenting to providing us with certain information that may be considered *Personal Data*, including your name, employer, telephone number, address, credit card information (or your employer's credit card information), email address, IP address, and geolocation. We also collect your selected login user name and password.

How is it Used?

We use the information provided to us to:

- manage, and charge you for, your account,
- carry out our obligations arising from any contracts entered into between you and us,
- provide you with information requested, which may include marketing or promotional opportunities,
- provide you with our *Products and Services*,
- provide our *Business Partners* with information regarding your interest in their products or services, and
- notify you about changes to our *Products and Services*.
- Our *Business Partners* may also use this information to provide you with requested products and services.

Why do we use it?

Processing is necessary to perform a contract with you, perform legitimate business purposes, provide you with *Products and Services* requested, or to take steps at your request prior to entering into a contract.

Who has access to it?

Information collected is available to our employees with a legitimate business need such as our marketing, order fulfillment team, operations team, *Affiliates*, and our *Business Partners* if you purchase, license, or lease their products or services. Such *Business Partners* may also process *Payments*.

You may view the privacy policies of our *Business Partners* at their websites. For example, Amazon Web Services' privacy policy is located at <https://aws.amazon.com/privacy/> and <https://overwatch.technology>. We are not responsible for the terms and conditions or policies, or lack thereof, of third parties whatsoever.

We only collect information from you that may be considered *Personal Data* that is required for our legitimate business purposes. We do not request or require you to provide any special categories of *Personal Data*

including, for example, genetic data, biometric data, or information relating to your racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health, or sexual orientation. You may, however, maintain *User Content* through our *Products and Services* that includes special categories of *Personal Data*. If so, this data will be transferred to and maintained on our *Business Partners'* servers. If you delete your *User* account, this information will be deleted from your page, but we will retain a copy of your *User Content* in our cloud-based backups for a reasonable period of time. If we become aware of any special categories of *Personal Data* having been submitted to us, other than in your maintained *User Content*, we will, where reasonably practicable, endeavor to delete it.

7. Cookies.

A “Cookie” is a small amount of data generated by a website and saved by your web browser. When you access or *Use* our *Products and Services*, we use the below types of Cookies. Accessing our *Site* or *Using* our *Products and Services* constitutes consent to our use of the Cookies detailed below. Please note that if you set your Internet browser to disable all Cookies, our *Products and Services* may not function as intended. For more information on how Cookies function and disabling Cookies, consult your browser’s “help” button or your browser’s “security “settings.

- **Analytics Tracking Cookies.** These Cookies allow us to understand more about visitors to our *Site*, such as the number of visitors, details of the devices used to access our *Products and Services*, which pages are accessed, and the various time details per visit.

Key	Value	Domain	Valid Through	
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cdosy1	hH419Z2i_aKol-gThYDo0Ee7amTDYysM_6RCISJ5tKnjNloe	.wp.com	2019-04-29T18:43:21.780Z	

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_gid	GA1.2.2111959534. 1553200875	.overwatch.technolo gy	2019-03-22T20:41:1 5.000Z	
_hp2_id.177758133 8	%7B%22userId%22 %3A%22781850759 6220522%22%2C%2 2pageviewId%22%3 A%2273603807492 79456%22%2C%22s essionId%22%3A%2 2121780041120597 6%22%2C%22identit y%22%3Anull%2C% 22trackerVersion%2 2%3A%224.0%22%7 D	.overwatch.technolo gy	2021-03-04T15:21:0 8.000Z	
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tk_r3d	%22%22	.overwatch.techno gy	2019-03-24T20:41:1 5.000Z	
wp-settings-1	libraryContent%3Db rowse%26editor%3D tinymce	overwatch.techno gy	2019-11-01T21:54:5 8.250Z	
wp-settings-time-1	1541109297	overwatch.techno gy		
	www.facebook.com	/		
c_user	622538273	.facebook.com	2019-06-16T19:22:3 2.477Z	
datr	Ot_gWlwgqpMeC55 xCqZOHP8	.facebook.com	2020-04-24T20:04:1 2.405Z	
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	622538273	.facebook.com	/	2019-06-16T19:22:3 2.477Z
datr	Ot_gWlwgqpMeC55 xCqZOHP8	.facebook.com	2020-04-24T20:04:1 2.405Z	
fr	0oFgC0YA1bSwfM MtN.AWUpm4zSS0 3rONu5zU61pxTQZ nM.Bca0Cx.gL.FyJ. 0.0.Bcj-_4.AWVlr2k M	.facebook.com	2019-06-16T19:22:3 2.477Z	
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xs	7%3AAI-4AY47h1Mx cw%3A2%3A15246 86691%3A4761%3A 2997	.facebook.com	2019-06-16T19:22:3 2.477Z	51
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Note: You may disable Cookies in your browser settings. Please keep in mind, disabling all Cookies may impair functionality.

Our *Business Partners* may also use Cookies. We are not responsible for Cookies used by any third parties, including our *Business Partners*. We recommend that you consult the privacy policies of any companies with whom you do business to determine the types of Cookies that may be used.

8. Security.

Where we store *Personal Data*.

We use servers in the United States to process and store *Personal Data* collected, including servers provided by our third-party provider, Amazon Web Services (“AWS”).

While no server can be completely secure, we make reasonable efforts to ensure that these servers are kept in a secure, locked environment with restricted access and we have on our own, and in conjunction with the third parties who operate the servers, established physical, electronic, and procedural safeguards to protect your information.

Personal Data stored by us may be accessed and processed by staff operating outside where you reside, who work either for us (including our *Affiliates*) or for one of our *Business Partners*. This staff may be engaged in fulfilling your order or request, processing a *Payment*, and/or providing product or support services to us or to you. We require these *Business Partners* to agree to treat your *Personal Data* securely and in accordance with this Privacy Policy and applicable *Law*.

We have implemented a variety of technical and organizational measures to protect *Personal Data* from loss, misuse, unlawful processing, unauthorized access, disclosure, copying, alteration, and destruction. These include limiting access to the databases to a limited number of authorized staff who are required to enter into non-disclosure agreements before access is afforded to them and who can only

access the database for legitimate pre-authorized purposes. Further, access to the databases is password protected. We also have in place audit logs, intrusion detection software, anti-virus or malware protection, and system integrity tools to further protect data stored on these databases.

9. Passwords.

Where we have provided you (or where you have chosen) a user name and/or password that enables you to access certain portions of our *Products and Services*, you are responsible for keeping this password confidential. You are responsible for protecting your account by not sharing your user name and password with anyone.

10. Hackers.

While we make reasonable and industry-standard efforts to ensure the integrity and security of our network and systems using the standard measures in place through our *Site's* host(s), we cannot guarantee that such security measures will prevent third-party "hackers" from illegally obtaining this information.

We are not responsible for circumvention of any privacy settings or security measures contained in our *Products and Services*, including the illegal acts of third parties (such as criminal hacking).

We disclaim any and all liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties as more specifically detailed in our *Terms*. **ANY TRANSMISSION IS AT YOUR OWN RISK.**

11. Third-Party Websites.

Our *Products and Services* may, from time to time, contain links to and from third-party websites. We only link to the home page of third-party content unless we have a separate agreement with a third party. If you follow a link to any of these websites, please note that these websites and any products or services that may be accessible through them have their own privacy policies; and we do not accept any responsibility or liability for these policies or for any *Personal Data* that may be

collected through these websites or their products or services.

We urge you to exercise care when providing information to anyone and to check the policies and terms of all third-party websites before you submit any *Personal Data*.

12. Advertising.

We may use third-party advertising companies to serve ads when you access or *Use* our *Products and Services*. Such third-party companies may use information (not including your name, address, or e-mail address) about your visits to this and other websites to provide advertisements on sites, goods, and products or services that may be of interest to you. If you would like more information about this practice, and to know your choices about not having this information used by these companies, please review your rights at the [Network Advertising Initiative](#). You may ask websites not to track you in your browser's preferences.

13. Social Media.

When you use features such as social networking, chat rooms, or forums, you should take precautions not to submit any *Personal Data* that you do not want to be seen, collected, or used by others.

Our *Products and Services* may include features from social media websites. These features may collect your IP address, which page you are visiting on our *Site*, and may set a Cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our *Site*. This Privacy Policy does not apply to these features. Your interactions with these features are governed by the privacy policy, terms, and other policies of the companies providing those features.

14. Retention.

The amount of time we hold your *Personal Data* will vary but will not be kept for longer than is necessary for the purposes for which it is being processed. We will retain your *Personal Data* in accordance with the following criteria:

Commercial Requests. We will retain your *Personal Data* solely for the legitimate business purpose of responding to your request or inquiry and to communicate with you regarding our other *Products and Services*. You may opt out of such communications at any time and you will be provided with that opportunity within each communication.

Client Information. If you are a *Client*, we will retain your *Personal Data* indefinitely while you are *Using* or accessing our *Products and Services*. When you stop *Using* our *Products and Services*, we will retain your *Personal Data* for a reasonable period of time in order to allow you to download any *User Content*, if any, stored therein. Thereafter, your *Personal Data* will be deleted, restricted, pseudonymized, or anonymized (so that it cannot be connected with a particular individual, company, or IP address).

15. Your Rights.

You have certain rights in relation to the *Personal Data* we process. These rights to access, correct, amend, or delete *Personal Data* vary by location and only the rights available to you in your physical location will be enforceable by you under this Privacy Policy.

Typically, you have the following rights:

- The right to access your *Personal Data* unless access is subject to a legal exception.
- The right to have your *Personal Data* corrected if it is inaccurate or incomplete.
- The right to have your *Personal Data* not processed.
- The right to have your *Personal Data* erased if it is no longer necessary or required in relation to the purposes and there are no other overriding legitimate grounds for us to continue processing it.
- The right to opt out if your *Personal Data* is to be used for a purpose that is materially different from the purpose(s) for which it was originally collected or you subsequently authorized.
- The right to complain to a supervisory authority if you think your rights have been infringed.

- You may also have the right to request that a business disclose the categories or details of *Personal Data* collected.

To exercise your rights, you may make an inquiry by sending an email request directly to our Data Compliance Officer at privacy@overwatch.technology.

We will respond to your request in accordance with the *Laws* that apply to you. When you make your request, we will maintain your request and related *Personal Data* as we maintain other *Personal Data* for commercial requests in order to respond, after which time we will delete the *Personal Data* provided in the request.

Access requests are free; however, we reserve the right to charge a reasonable fee to comply with your request when your request is unfounded or excessive.

16. Transfer Of Personal Data Outside Of Europe.

In the case of individuals located in countries where the General Data Protection Regulation (“**GDPR**”) applies, to the extent we transfer *Personal Data* to our office, or our *Business Partners’* offices, in the U.S., we make efforts to comply with the *GDPR*. To the extent we transfer *Personal Data* to Canada, for the purposes set out in this Privacy Policy, we rely on the fact that Canada has been designated by the European Commission as a country that offers an adequate level of protection for *Personal Data*.

Where we transfer *Personal Data* relating to individuals located in the EU or the European Economic Area to third parties, to the extent we are able (and due to our size) we have in place Data Transfer Agreements based on the EU model clauses. We provide reasonable technical and organizational measures to protect *Personal Data* from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access.

17. California Users.

Under California’s “Shine the Light” law, and once per year, California, U.S. residents who provide personal information in obtaining products or services for personal, family, or household use are entitled to request and obtain from the seller the information shared, if any, with other businesses for their own direct marketing uses.

If applicable, this information would include the categories of your information and the names and addresses of those businesses with which we shared your information during the immediately prior calendar year. If you believe this law applies to you, please send an e-mail message to Data Compliance Officer at privacy@overwatch.technology with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response only if the *Law* applies to you.

We will maintain your request and the *Personal Data* you provided in that request for ninety (90) days to ensure you do not have any follow-up questions. After that time, the *Personal Data* associated with your request will be destroyed. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

18. **Complaints.**

If you have a complaint regarding this Privacy Policy or how your *Personal Data* is being maintained, used, or processed, you should first contact our Data Compliance Officer, whose contact details appear below:

Attention: Data Compliance Officer

Privacy@overwatch.technology

U.S. Tel: (720) 541-8910 (ask for the Data Compliance Officer)

19. **Contact.**

Questions, comments, notices, and requests regarding this Privacy Policy are welcomed and should be emailed to our Data Compliance Officer at privacy@overwatch.technology. Please make sure that you identify the *Site* and/or *Products or Services* through which you submitted *Personal Data* to enable us to identify your records. We will respond to your communications within thirty (30) days unless your request involves information that requires significant and/or unusual research.

20. **Changes to Privacy Policy.**

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or provided when you next visit our *Site* or when you next access our *Products and Services*. The new policy may be displayed on-screen and you may be required to read and accept this policy to continue your access and *Use* of our *Products and Services*.

Updated February 26, 2019

Links:

Overwatch Suite End User License Agreement (EULA) LINK

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