

MASTER SERVICES AGREEMENT

This Borg Master Services Agreement is entered into and becomes effective as of the Effective Date by and between Borg Security AS (“**Borg**”) and the Customer (as defined in the relevant Ordering Document(s)), each a “**Party**” and collectively the “**Parties**”, which shall govern Customer’s access to and use of the Services.

1. STRUCTURE OF THE AGREEMENT

- 1.1 **Agreement Structure.** This Agreement consists of these General Terms, any applicable Ordering Document, Service Appendices, Data Processing Agreement(s), and the Documentation.
- 1.2 **Acceptance.** The Customer’s right to use the Services is expressly conditioned on the acceptance of the Agreement. Customer accepts this Agreement by signing an applicable Ordering Document, by accepting these terms electronically (e.g., via click-through acceptance on Borg’s website or in the Odin platform), by entering payment details and initiating a subscription, or by otherwise accessing or using the Services. If the person accepting this Agreement does so on behalf of an entity, such person represents and warrants that it has authority to bind that entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and you (and the Customer) may not use the Services.
- 1.3 **Flexible Contracting Channels.** Customer acknowledges that the Services may be purchased, activated, configured, renewed, upgraded, or expanded through different commercial channels depending on the applicable offering, including through an order form, the Odin platform, a quote, or other Ordering Document made available by Borg to Customer.

2. THE SERVICES

- 2.1 **Service Description.** Borg provides hosted, software-enabled, AI-enabled, automated, and human-supported security services – including security development and research, white box and black box penetration testing, and bug bounty triage. As of the Effective Date, the Services include products such as the Odin platform (Borg’s web-based security operations platform), Huginn (black-box asset discovery tool), Muninn (white-box asset discovery tool), and Mjolnir (agentic AI penetration testing services), together with related attack surface discovery, reporting, Findings management, workflow, support, advisory functionality and Professional Services made available by Borg from time to time.
- 2.2 **Documentation.** The scope, functionality, limitations, entitlements, support levels, usage metrics, billing triggers, and other service-specific details may be described in the applicable Ordering Document and/or the Documentation.
- 2.3 **Evolving Services.** Customer acknowledges that the Services are evolving and may be updated, modified, improved, enhanced, reconfigured, renamed, reclassified, or discontinued from time to time. Unless expressly agreed otherwise in an applicable Ordering Document, Borg does not undertake to maintain any particular feature, workflow, interface, or delivery model within the Services unchanged, provided that Borg does not materially reduce the core functionality of the purchased Services during the applicable paid term except as reasonably required for security, legal, regulatory, or technical reasons.
- 2.4 **Professional Services.** If Customer procures Professional Services from Borg, the specific details of the Professional Services will be agreed and described in the applicable Ordering Form on a per-project basis. Borg does not provide any custom deliverables or services under the Agreement that would qualify as work-made-for-hire. Professional Services will be performed remotely unless otherwise specified, in which case the Customer may be invoiced at cost for pre-approved reasonable travel, accommodation, and out-of-pocket expenses properly incurred by Borg in connection with the Professional Services.
- 2.5 **Beta, Preview, and Experimental Features.** Borg may from time to time make beta, preview, early access, experimental, or otherwise non-generally available features or Services available to Customer. Such features or Services are provided on an “as is” and “as available” basis, may be changed or withdrawn at any time, may not function as intended, and are excluded from any warranties, service commitments, or support obligations unless expressly stated otherwise in writing.

3. LICENSE GRANT AND RESTRICTIONS

- 3.1 **Limited Right to Use.** Subject to Customer’s compliance with this Agreement and payment of all applicable Fees, Borg grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable right during the applicable Subscription Term to access and use the Services for Customer’s internal business purposes.
- 3.2 **Authorized Users.** Customer is responsible for all acts and omissions of its Authorized Users and for all activity occurring under its accounts, workspaces, credentials, and payment methods. Customer shall maintain the confidentiality and security of credentials and access mechanisms under its control.
- 3.3 **Use Restrictions.** Customer shall not, and shall not permit any third party to: (i) resell, lease, sublicense, distribute, or otherwise make the Services available to any third party except as expressly permitted by Borg in writing, (ii) reverse engineer, decompile, disassemble, or seek to derive the source code or non-public aspects of the Services, (iii) use the Services for unlawful, misleading, abusive, fraudulent, unethical, or unauthorized purposes (including, without limitation, unauthorized targeting of third-party assets), (iv) use the Services with respect to systems, domains, repositories, environments, APIs, applications, or other targets that Customer does not own, control or otherwise have full legal authority

to authorize, (v) violate applicable laws and regulations, third-party rights, or third-party platform or provider rules applicable to Customer's use of the Service, (vi) circumvent scope, usage, or payment controls, exclusions, or other technical limitations implemented by Borg, or (vii) use the Services in a way which creates excessive load, denial of service, persistence, destructive testing, or unauthorized exfiltration.

4. CUSTOMER RESPONSIBILITIES

- 4.1 **Technical Cooperation.** Customer shall cooperate in good faith with Borg to configure, enable and support delivery of the Services.
- 4.2 **Customer Dependencies.** Where delivery of the Services depends on Customer Content, Customer systems, repositories, cloud environments, integrations, credentials, URLs, specifications, configurations, or other Customer-controlled dependencies, Customer is responsible for timely providing accurate and complete information and access as reasonably required by Borg to deliver the Services.
- 4.3 **Customer Responsibilities.** Customer is solely responsible for all activity occurring through its accounts, workspaces, connected environments, and credentials; assessing the suitability of the Services for Customer's intended use cases and environments; implementing backups, restoration mechanisms, rollback plans, and internal approvals appropriate to the relevant Services; identifying fragile systems, sensitive environments, blackout periods, or other operational constraints; and monitoring its own systems and environments where appropriate.
- 4.4 **Duty to Notify.** If Customer has reason to believe that the Services are materially adversely impacting any person, system or data, Customer must notify Borg as soon as possible and Customer may thereafter direct Borg, which will act within reasonable time, to suspend the Services if reasonably required to minimize the material adverse impact.
- 4.5 **No Responsibility for Customer Dependencies.** Borg is not responsible for delays, failures, inaccuracies, or limitations caused by Customer's failure to cooperate, incomplete or inaccurate information supplied by Customer, the unavailability of Customer systems, or failures or changes in third-party systems not under Borg's reasonable control.

5. OPERATIONAL RISK AND CUSTOMER AUTHORIZATION

- 5.1 **Customer Authorization.** Customer represents, warrants, and agrees that it owns, controls, or is otherwise fully authorized to permit discovery, analysis, validation, monitoring, and testing of all assets, systems, applications, APIs, domains, repositories, cloud environments, credentials, and other targets that Customer submits, connects, selects, enables, or otherwise places in scope through the Services; that it has obtained all necessary internal approvals and all necessary third-party permissions, consents, and authorizations required for Borg to perform the applicable Services; and that it is solely responsible for ensuring that all scope selections, run configurations, credentials, and testing instructions are lawful, accurate, and appropriate.
- 5.2 **Reliance on Customer Instructions.** Customer represents and warrants that Borg may rely on Customer's instructions, configurations, integrations, authorizations, selections, in-product actions, workspace settings, domain verification actions, repository connections, cloud connections, credentials, and run-launch actions without independent verification.
- 5.3 **Operational Risk.** Customer acknowledges that certain Services may involve discovery, validation, active testing, exploit verification, or interaction with live, production, production-connected, or otherwise sensitive systems. Customer further acknowledges that such Services are inherently risky and may cause service degradation, instability, throttling, rate limiting, alerting, account lockouts, logging spikes, data corruption, service interruption, unexpected outputs, or other unintended consequences, even when carried out carefully and with safety controls.
- 5.4 **Customer Safeguards.** Customer is solely responsible for deciding whether to authorize any relevant Services in live, production, or otherwise sensitive environments and for maintaining backups, rollback capability, restoration mechanisms, incident preparedness, internal approvals, and appropriate stakeholder notifications before enabling such Services. Borg strongly recommends the use of appropriately isolated, staged, sandboxed, or otherwise safer environments where feasible.
- 5.5 **Responsibility for Consequences of Authorized Use.** To the maximum extent permitted by law, Borg shall not be liable for downtime, degradation, delays, data loss, data corruption, inaccurate outputs, missed vulnerabilities, third party claims or other consequences arising from Customer-authorized use of the Services, Customer-selected scope within the provided Services, or Customer's decision to use the Services in live, production, or otherwise sensitive environments, except to the extent such liability cannot lawfully be excluded.
- 5.6 **Express Authorization.** Customer hereby expressly authorizes, instructs, and requests Borg to access, connect to, scan, analyse, monitor, validate, test, and otherwise interact with the assets, systems, applications, APIs, domains, repositories, cloud environments, credentials, and other targets that Customer submits, connects, selects, enables, or otherwise places in scope through the Services, to the extent necessary to provide the Services in accordance with the Agreement and the applicable Service Appendix.

6. CUSTOMER CONTENT

- 6.1 **Ownership.** As between the Parties, Customer or its licensor retains full ownership of Customer Content.

- 6.2 **License to Customer Content.** Customer grants Borg, its Affiliates, subcontractors, sub-processors, and third-party providers on whose services Borg depends to provide the Services a worldwide, non-exclusive, royalty-free right and license to access, process, reproduce, transmit, copy, display, store/host, use, and otherwise handle Customer Content, including through automated systems and without Customer Content necessarily being made available in an intelligible form to Borg personnel, solely to the extent necessary to (i) provide, operate, secure, support, maintain, and improve the Services (including, without limitation, to generate Findings and reports for Customer), to (ii) comply with applicable law, and (iii) to generate Aggregated Data (cf. Section 7.3).
- 6.3 **Customer Responsibility for Customer Content.** Customer represents and warrants that it has all rights, permissions, approvals, and legal bases necessary to provide Customer Content and to permit Borg to use Customer Content as contemplated by this Agreement, including such content which is accessed or processed through Customer systems, environments, or automated Processing as part of the Services. Customer is solely responsible for the legality, accuracy, integrity, and appropriateness of Customer Content.
- 6.4 **Regulated and Illegal Content.** Unless expressly agreed otherwise in writing, Customer shall not expose the Services, or intentionally authorize the Services to access, any export-controlled data, sanctioned-party data, or other highly regulated or illegal content, except to the extent such data is incidentally present in systems, repositories, environments, or traffic that Customer chooses to connect, expose, or test. Customer bears sole responsibility for the legality of such content and for Borg's Processing of such content pursuant to Customer's instructions and use of the Services.

7. FINDINGS AND PROVIDER DATA

- 7.1 **Findings and Outputs.** As between the Parties, Customer shall own the Findings, reports, and customer-specific outputs generated specifically for Customer through the Services, subject at all times to Borg's ownership of the Services and of all underlying software, systems, models, prompts, workflows, methods, templates, documentation, know-how, and other Intellectual Property Rights used to provide the Services or generate such outputs. Customer grants Borg a worldwide, non-exclusive, royalty-free right and license to use Findings to exercise its rights under Section 7.3.
- 7.2 **Reservation of Rights.** Except for the limited rights expressly granted under this Agreement, Borg and its licensors retain all right, title, and interest in and to the Services and all related Intellectual Property Rights. Borg and its licensors and suppliers retain all rights to Intellectual Property Rights and intangible property relating to the Services, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other Intellectual Property Rights therein unless otherwise indicated. Customer acknowledges that any and all Intellectual Property Rights to the Services and any Documentation or other materials that Customer is given access to by Borg, including any amendments, modifications, changes or improvements made thereto, shall be the sole and exclusive property of Borg, or its licensors or suppliers (as the case may be).
- 7.3 **Provider Data and Aggregated Data.** Borg may freely generate, collect, use, and retain Provider Data and Aggregated Data when providing the Services, for the purposes of service analytics, model training, benchmarking, billing, service integrity, abuse prevention, security, troubleshooting, support, service improvement, and any other lawful business purposes, provided that such use does not identify the Customer directly or indirectly, or in any way discloses the Customer's Confidential Information. As between the Parties, Borg shall own all Provider Data and Aggregated Data.
- 7.4 **Audit Trail and Technical Records.** Borg may generate and retain logs, run metadata, audit records, screenshots, evidence, request and response fragments, code excerpts, and similar technical records to the extent reasonably necessary to operate the Services, validate findings, provide an audit trail, support remediation, investigate abuse, maintain service integrity, defend legal claims, and comply with legal obligations. Such retention shall not affect Borg's duty of confidentiality toward the Customer, cf. Section 10.

8. THIRD-PARTY PROVIDERS

- 8.1 **Third-Party Providers.** Borg may use Affiliates, subcontractors, sub-processors, infrastructure providers, hosting providers, payment processors, model providers, analytics providers, storage providers, and other third-party vendors in connection with the performance of its obligations under this Agreement. Borg remains responsible for the performance of its subcontractors to the extent required by applicable law and this Agreement.
- 8.2 **Third-Party Terms.** Certain components of the Services may be provided, hosted, processed, supported, or enabled by third-party providers. To the extent Borg identifies applicable third-party terms, usage conditions, provider notices, or provider-specific requirements in the Documentation, including on Borg's website or in the Odin platform, Customer agrees that such terms and conditions shall apply to Customer's use of the relevant Services to the extent applicable, and Customer accepts and will comply with them by using the Services. For clarity, any such third-party terms are incorporated solely as usage conditions applicable as between Borg and Customer in relation to the relevant Services, and do not by themselves create a direct contractual relationship between Customer and the relevant third-party provider unless expressly stated otherwise.
- 8.3 **Third-Party Integrations.** The Services may interoperate with or depend on third-party platforms, repositories, cloud providers, APIs, SaaS systems, authentication providers, payment processors, or other external systems, including Customer-connected systems. Customer is solely responsible for enabling and maintaining such integrations on its side,

granting the permissions necessary for Borg to provide the Services, and complying with all terms and policies applicable to Customer's own third-party accounts and environments.

- 8.4 **No Responsibility for Third-Party Systems.** Borg is not responsible for outages, suspensions, rate limits, restrictions, API changes, incompatibilities, billing issues, access revocations, or other failures caused by third-party providers or Customer's connected systems.

9. DATA PROTECTION AND SECURITY

- 9.1 **Security Measures.** Borg shall implement and maintain a comprehensive written information security program comprising administrative, technical, and organizational measures designed to protect the confidentiality, integrity, and availability of Customer Content and personal data against unauthorized access, use, disclosure, loss, destruction, or alteration. Given the nature of the Services - which involve the storage and processing of particularly sensitive customer assets including cloud infrastructure credentials, code repositories, API keys, tokens, and penetration testing Findings - Borg's security measures shall reflect an elevated standard of care appropriate to a professional provider of offensive security services, and shall in any event be no less rigorous than those maintained by leading providers of comparable services. Such measures shall include, at a minimum: (i) encryption of Customer Content at rest and in transit using industry-standard cryptographic protocols; (ii) role-based access controls, least-privilege access principles, and multi-factor authentication for all systems containing Customer Content or Findings; (iii) strict access limitations ensuring that Customer Content, credentials, and Findings are accessible only to Borg personnel and authorized sub-processors with a demonstrable and documented need to know in order to deliver the Services; (iv) regular vulnerability assessments and penetration testing of Borg's own infrastructure and systems; and (v) a documented and tested security incident response plan. Borg follows OWASP best practices and Google's cloud configuration best practices, Borg infrastructure relays data via SSL, supporting TLS1.2 and above. Borg's security is regularly full-scale penetration tested by its own security engineering team and proprietary penetration testing agent. Borg shall notify Customer without undue delay, and in any event within seventy-two (72) hours of becoming aware of any confirmed or reasonably suspected security incident involving unauthorized access to, or unauthorized disclosure, loss, or corruption of, Customer Content or personal data, and shall provide reasonable cooperation and information in connection with Customer's response to such incident.
- 9.2 **Compliance with Privacy Laws.** Borg will comply with applicable privacy and data protection laws governing its Processing of Personal Data in connection with the Services and in accordance with its role under this Agreement. The Customer is responsible for determining the lawfulness of the Processing, including the legal basis for the Processing and the scope of Personal Data made available to the Services. The Parties acknowledge that the Services may involve automated and system-level Processing, including Processing performed by AI-based systems without human review, as further described in the DPA. Borg's obligations under applicable data protection laws shall be interpreted in light of the nature of the Services and Borg's actual level of access to Personal Data.
- 9.3 **Data Processing Agreement.** To the extent Borg processes Personal Data on behalf of the Customer, such Processing shall be governed by the DPA, which together with its annexes forms part of this Agreement.
- 9.4 **Privacy Policy.** To the extent Borg processes Personal Data as an independent data controller, including for its own business purposes such as account management, billing, security, service integrity, analytics, and compliance with legal obligations, such Processing shall be governed by Borg's Privacy Policy. The Customer acknowledges that such Processing is separate from the Processing carried out by Borg on behalf of the Customer under the DPA.

10. CONFIDENTIALITY

- 10.1 **Confidentiality Obligations.** During the Term and for ten (10) years after, the Receiving Party shall not use, copy, or disclose Confidential Information except as allowed herein. All Confidential Information remains the property of the Disclosing Party. The Receiving Party must safeguard it using procedures at least as stringent as those for its own confidential information of a similar nature. Disclosure is permitted to representatives with a need to know who are bound by a similar confidentiality obligation. Disclosure is also allowed to comply with legal requirements, provided reasonable notice is given to the Disclosing Party (unless prohibited by law), and only the necessary information is disclosed. Transmission or storage of data within Borg's network does not constitute disclosure.

The Receiving Party must notify the Disclosing Party of any unauthorized use or disclosure and work to prevent further breaches. If Receiving Party violates or threatens to violate this Section 10, Disclosing Party shall be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.

- 10.2 **Feedback.** If Customer provides to Borg suggestions, enhancement requests, recommendations, statistics or other comments or information regarding experience with the Services ("**Feedback**"), Customer agrees that Borg may use all Feedback provided in any manner and without limitation, attribution or any compensation due in any form. All such Feedback shall be deemed Borg's Confidential Information.

11. FEES AND PAYMENT

- 11.1 **Fees.** Customer shall pay all Fees applicable to the Services as set out in the applicable Ordering Document and/or Documentation, including recurring subscription fees, usage-based fees, overage charges, seat-based fees, asset-based

fees, implementation or support fees, and any other charges associated with Customer's use of the Services. Fees will be invoiced and/or payable in United States dollars, unless otherwise mutually agreed in writing.

- 11.2 **Payment Methods.** Customer shall pay for the Services using the payment method or methods made available by Borg for the applicable Services or offering, which may include payment card, invoice, or other payment methods supported by Borg from time to time.
- 11.3 **Self-Serve Billing.** For Services purchased through Odin or another online billing or signup flow, Fees may be charged immediately upon signup, activation, or renewal, and recurring Fees, usage-based charges, overage charges, and add-on charges may thereafter be charged automatically to the payment method on file at the intervals specified in the applicable Ordering Document and/or Documentation. Unless otherwise is set out in this Agreement, the Documentation or Ordering Document, paid Fees are non-refundable.
- 11.4 **Invoiced Accounts.** Where Borg agrees to invoice Customer, payment is due in accordance with the payment terms stated in the applicable Ordering Document, invoice, or Documentation. Unless otherwise agreed in writing, invoiced amounts are due within thirty (30) days from invoice date.
- 11.5 **Usage-Based and Dynamic Billing.** Where the Services are priced by reference to usage, minutes, seats, assets, repositories, environments, users, or other measurable units, Customer shall pay all applicable charges based on Customer's actual use of the Services or Customer's enabled or active scope, in each case as measured by Borg's systems. Customer acknowledges that billable scope may change over time through Customer's selections, Customer's connected environments, newly discovered assets, or actual consumption of the Services. Unless otherwise stated in the applicable Ordering Document or Documentation, included usage allowances reset at the start of each billing cycle and do not roll over. Newly discovered or newly enabled billable assets, seats, repositories, minutes, or other units may become chargeable on a going-forward basis in accordance with Borg's then-current billing logic and Documentation.
- 11.6 **Taxes.** Fees are exclusive of Taxes, all of which shall be borne by Customer except taxes based on Borg's net income. If withholding taxes are legally required, Customer shall make such withholding and remit the withheld amount to the relevant authority and shall provide Borg with appropriate documentation, and the Parties shall cooperate in good faith to mitigate any unnecessary withholding.
- 11.7 **Payment Failure and Suspension.** If any card charge, recurring payment, overage charge, or other payment attempt fails, Borg may decline to provision access, suspend or limit access to the affected Services, pause new activity, maintain limited read-only access, or otherwise restrict the Services until payment succeeds. Borg may notify Customer in-app, by email, or through the billing dashboard in the relevant Service.
- 11.8 **Pricing Changes.** Borg may update its prices, billing metrics, usage rates, plan features, and billing practices from time to time by updating the applicable Documentation, provided that any committed pricing expressly agreed for a fixed term in an applicable Ordering Document shall remain fixed during that term unless that Ordering Document expressly provides otherwise. During the Subscription Term, Customers on self-serve subscription are therefore responsible for checking any updated prices, rates etc., prior to the renewal date of Customer's then-current Subscription Term. New prices will be applicable as of the next Subscription Term.
- 11.9 **Invoice and Billing Disputes.** Customer must notify Borg in writing of any invoice or billing dispute within fifteen (15) days after the relevant charge or invoice date, failing which the charge shall be deemed accepted except to the extent prohibited by law. The Parties shall cooperate in good faith to resolve billing disputes promptly, and Customer shall timely pay all undisputed amounts.
- 11.10 **Late Payment.** Late payment of undisputed invoiced amounts may accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is higher. Borg may also suspend the Services for undisputed overdue amounts after notice.
- 11.11 **Guarantee.** If Borg has concerns about the Customer's ability to pay, it may require a cash deposit or other security as payment guarantee.

12. TERM AND TERMINATION

- 12.1 **Term.** The Agreement will commence on the Effective Date and continue unless and until terminated pursuant to the terms hereof.
- 12.2 **Subscription Terms and Renewal.** Self-serve subscriptions under Startup or Business subscriptions renew automatically for successive billing cycles until cancelled through the applicable billing workflow or otherwise terminated under this Agreement.

Fixed-term or enterprise subscriptions renew as stated in the applicable Ordering Document. Unless otherwise stated in an applicable Ordering Document, either Party may elect non-renewal of a fixed-term subscription by written notice given at least sixty (60) days before the end of the then-current term for Customer and at least thirty (30) days before the end of the then-current term for Borg.

- 12.3 **Termination for Convenience.** Unless otherwise stated in an applicable Ordering Document, Customer may cancel a self-serve subscription at any time through the applicable billing workflow, in which case the cancellation shall take effect at the end of the then-current paid billing cycle. Borg may discontinue a month-to-month self-serve subscription or non-fixed-term Service on thirty (30) days' prior notice.
- 12.4 **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party: (i) has a receiver or administrator appointed, (ii) makes an assignment for creditors, (iii) undergoes bankruptcy proceedings which are not dismissed within sixty (60) days, (iv) is liquidated or dissolved, (v) ceases business operations, or (vi) materially breaches the Agreement, with a thirty (30)-day cure period for Borg or ten (10) days for the Customer. Borg may also terminate for non-payment within seven (7) days following overdue payment.
- 12.5 **Effects of Termination.** Upon termination (i) all Customer rights to access or use Services and any other Borg Intellectual Property Rights shall cease, (ii) Customer shall pay all unpaid fees or charges accrued, (iii) all liabilities accrued before termination shall survive and (iv) as directed by Borg, Customer shall return or destroy, and certify in writing such destruction of, all copies of Borg Confidential Information.
- 12.6 **Export of Customer Content.** Subject to payment of all undisputed outstanding amounts and technical feasibility, Borg will, if requested by Customer within seven (7) days following termination or expiry of the Subscription Term, make Customer Content and Findings available for export within thirty (30) days of the request.
- 12.7 **Suspension Rights.** Without prejudice to any other remedies available hereunder, Borg may, without liability, suspend or terminate access to any Service immediately and without notice to Customer, if, in Borg's sole and reasonable discretion: (i) Customer is in breach of the Agreement, (ii) it is reasonably necessary to prevent harm to the Services, Borg, Customer, or third parties, (iii) address a security incident, abuse complaint, legal or regulatory issue, (iv) stop unauthorized or unlawful use, (v) comply with law or legal order, or (vi) address overdue undisputed amounts or failed payment attempts. Borg shall use commercially reasonable efforts to notify Customer of the basis for any suspension and to restore access once the underlying issue has been resolved, where appropriate.

13. REPRESENTATIONS AND WARRANTIES

- 13.1 **Mutual Warranties.** Each Party represents and warrants that: (i) it has the requisite authority to enter into and fulfil this Agreement; (ii) it has obtained and will adhere to necessary third-party and governmental consents, licenses and permits; (iii) no existing legal or contractual obligations hinder their participation in this Agreement; (iv) necessary corporate actions have authorized this Agreement's enactment and delivery; and (v) it shall comply with all applicable laws, rules and regulations in its performance hereunder.
- 13.2 **Customer Warranties.** Customer represents and warrants that it has all rights, permissions, approvals, and legal bases necessary, including with respect to third parties, for its use of the Services and for Borg's processing of Customer Content as contemplated by this Agreement; that Customer's use of the Services, Customer Content, and any authorized scope shall not violate applicable law, third-party rights, or binding third-party contractual restrictions applicable to Customer; and that all information, credentials, scope selections, and authorizations provided by Customer in connection with the Services are accurate in all material respects.

Customer further represents and warrants that Customer and its Affiliates are not: (a) designated on any governmental list of restricted parties; (b) located in or otherwise ordinarily resident in any country where governmental sanctions or embargo provisions prohibit the provision of the Services; or (c) otherwise prohibited from using, benefiting from or accessing the Services.

- 13.3 **Borg Service Warranty.** Borg warrants that Borg will perform any human-led Professional Services in a professional and workmanlike manner. Except for the foregoing, and without limiting Section 14, the Services, and in particular any AI-enabled automated agentic Services used for, asset discovery, penetration testing, exploit validation, remediation suggestion, pull request generation, retesting, beta, preview, or experimental features, are provided on an "as is" and "as available" basis and are not warranted to conform to any Documentation or specifications except to the extent expressly stated in an applicable Ordering Document. Borg does not warrant that any AI-enabled or automated Services will operate error-free, produce complete, accurate, reproducible, or non-hallucinated outputs, or avoid unintended interaction with Customer systems, environments, or data.
- 13.4 **Exclusive Remedies.** Customer's sole and exclusive remedy, and Borg's sole and exclusive liability, for any breach of the warranty set out in Section 13.3 shall be that Borg will use commercially reasonable efforts to re-perform, correct, or otherwise address the affected Services. To the maximum extent permitted by law, Customer shall not be entitled to any refund, price reduction, credits, damages, termination right or other remedy in respect of any alleged breach of Section 13.3, except as set out in this Section 13.4.

14. DISCLAIMER

- 14.1 **General Disclaimer.** Customer's use of the Services is at its sole risk. Except as expressly stated in this Agreement, the Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Borg disclaims all other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a

particular purpose, title, non-infringement, uninterrupted operation, accuracy, completeness, availability, or error-free service.

- 14.2 **No Guarantee of Findings.** Customer acknowledges that cybersecurity testing and advisory is a point-in-time assessment. Without limiting the foregoing, Borg does not warrant that all vulnerabilities, weaknesses, exposures, attack paths, or misconfigurations will be identified, that all Findings or outputs will be complete, accurate, reproducible, or free from false positives, false negatives, hallucinations, or omissions, that the Services will prevent breaches, exploits, incidents, or losses, that the Services will be compatible with every environment, architecture, repository, cloud configuration, or application stack.
- 14.3 **AI and Autonomous Services Disclaimer.** Customer acknowledges that AI-enabled, automated, and agentic Services are probabilistic, non-deterministic, and may generate false positives, false negatives, hallucinated findings, incomplete or misleading outputs, unsafe or unintended actions, remediation suggestions, code changes, pull requests, or other results that are inaccurate, non-reproducible, or operationally harmful. Borg does not warrant human review of all outputs, findings, logs, evidence, or actions generated by the Services. Customer is solely responsible for reviewing, validating, approving, and deciding whether to rely on, implement, deploy, or act upon any such outputs.
- 14.4 **No Insurance or Certification.** The Services are security tools and services only and do not constitute insurance, certification, legal advice, or a guarantee of any particular security posture or vulnerability coverage.

15. INDEMNIFICATION

- 15.1 **Customer Indemnity.** Customer shall defend, indemnify, and hold harmless Borg, its Affiliates, and each of their respective officers, directors, employees, contractors, consultants, agents, representatives, licensors, service providers, successors, and permitted assigns (collectively, the “**Borg Indemnified Parties**”) from and against any and all claims, demands, actions, suits, investigations, proceedings, judgments, settlements, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys’ fees and court costs, arising out of or relating to: (i) Customer Content; (ii) Customer’s unauthorized, unlawful, or non-compliant use of the Services or Borg website; (iii) any third-party claim arising from Customer’s breach of this Agreement, any Service Appendix, any Ordering Document, or the DPA; (iv) Customer’s lack of ownership, control, authority, consent, approval, or other legal basis to authorize Borg to access, discover, analyse, monitor, validate, test, or otherwise interact with any assets, systems, domains, repositories, environments, APIs, credentials, or other targets submitted, connected, selected, enabled, or otherwise placed in scope by or on behalf of Customer; (v) claims by any third party arising from or relating to activity performed by Borg in performing the Services in accordance with this Agreement (including, without limitation, breach of any third-party provider terms accepted by Customer, cf. Section 8.2); (vi) Customer’s violation of any third-party rights, or any terms, policies, restrictions, or requirements applicable to any third-party provider, platform, cloud environment, repository, API, or connected system used in connection with the Services; (vii) Customer’s remediation decisions, implementation decisions, or use of any Findings, reports, outputs, recommendations, or other results of the Services; or (viii) Customer’s failure to maintain appropriate backups, safeguards, approvals, notices, permissions, restoration capability, or operational controls in connection with the Services. Notwithstanding the foregoing, Customer’s indemnification obligations under this Section 15.1 shall not apply to the extent that any claim arises directly from Borg’s own fraud, gross negligence, or wilful misconduct.
- 15.2 **Borg IP Indemnity.** Borg shall defend Customer, its Affiliates, and each of their respective officers, directors, and employees (collectively, the “**Customer Indemnified Parties**”) against any third-party claim alleging that the Services, when used by Customer in accordance with this Agreement, directly infringe such third party’s Intellectual Property Rights, and Borg shall indemnify the Customer Indemnified Parties against any damages, costs, and expenses finally awarded by a court of competent jurisdiction, or agreed in a settlement approved by Borg in writing, in connection with such claim.
- 15.3 **Exclusions from Borg IP Indemnity.** Borg shall have no liability or obligation under Section 15.2 to the extent any claim arises out of or relates to: (i) Customer Content; (ii) any assets, systems, repositories, environments, integrations, instructions, configurations, credentials, parameters, or scope selections provided, connected, enabled, or otherwise authorized by or on behalf of Customer; (iii) any use of the Services in combination with products, services, software, data, or materials not provided by Borg; (iv) any modification of the Services not made by or on behalf of Borg; (v) use of the Services other than in accordance with this Agreement or the applicable Documentation; or (vi) any open source software, third-party materials, or third-party services to the extent such items are provided under their own license terms or are the subject of separate indemnities or disclaimers.
- 15.4 **Remedies for IP Infringement Claims.** If the Services are, or in Borg’s opinion are likely to become, the subject of a claim under Section 15.2, Borg may, at its option and expense: (i) procure for Customer the right to continue using the affected Services; (ii) modify or replace the affected Services so that they become non-infringing without materially reducing their core functionality; or (iii) terminate the affected Services and refund any prepaid Fees covering the unused portion of the applicable term for the affected Services. This Section 15.4, together with Section 15.3, states Borg’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for any claim that the Services infringe or misappropriate any third party Intellectual Property Rights.
- 15.5 **Indemnification Procedure.** A Party seeking indemnification under this Section 15 shall: (i) promptly notify the indemnifying Party in writing of any claim for which it seeks indemnification, provided that any delay in giving notice shall not relieve the indemnifying Party of its obligations except to the extent it is materially prejudiced thereby; (ii) permit the indemnifying Party

to assume sole control of the defence and settlement of the claim, provided that the indemnifying Party may not settle any claim in a manner that admits fault or imposes any liability, obligation, or restriction on the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably withheld or delayed; and (iii) provide reasonable cooperation in connection with the defence of the claim at the indemnifying Party's expense. Notwithstanding the foregoing, the indemnified Party may participate in the defence of any claim with counsel of its own choosing at its own expense.

- 15.6 **Additional Remedies.** The indemnification obligations in this Section 15 are in addition to, and not in lieu of, any other rights or remedies available under this Agreement, at law, or in equity, except to the extent Section 15.4 expressly states an exclusive remedy.

16. LIMITATION OF LIABILITY

- 16.1 **Exclusion of Indirect Losses.** To the maximum extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, revenues, business, goodwill, anticipated savings, business interruption, or loss or corruption of data, arising out of or relating to this Agreement, even if advised of the possibility of such damages.
- 16.2 **Aggregate Liability Cap.** To the maximum extent permitted by law, Borg's aggregate liability arising out of or relating to this Agreement shall not exceed the total Fees paid or payable by Customer under the applicable Ordering Document during the twelve (12) months immediately preceding the event giving rise to the claim.
- 16.3 **Carve-Outs.** The exclusions and limitations of liability in this Section 16 shall not apply to Customer's payment obligations, the Parties' indemnification obligations under Section 15, breach of confidentiality, either Party's fraud, wilful misconduct, or gross negligence to the extent liability cannot lawfully be limited, or any other liability that cannot lawfully be excluded or limited under applicable law.
- 16.4 **Force Majeure.** Neither Party is liable for delays or failures due to unforeseen events beyond their control ("**Force Majeure Event**"). Payment for Services before such events may be delayed but not excused. The affected Party must notify the other promptly, and obligations are suspended during the Force Majeure Event. If a Service or payment or other obligation cannot be performed for thirty (30) days, either Party may terminate it, with Borg entitled to payment for all accrued fees. Each Party bears its own costs, and Borg has no further service obligations affected by the event.

17. GENERAL

- 17.1 **Complete Agreement.** This Agreement is the complete agreement between the Parties regarding its subject matter and replaces all prior agreements and proposals. Any terms in Customer purchase orders or similar documents are void unless expressly accepted by Borg in writing.
- 17.2 **Order of Precedence.** In the event of a conflict between the Agreement documents:
- (i) the DPA controls with respect to personal data Processing only;
 - (ii) the applicable Service Appendix controls with respect to service-specific operational, authorization, security, AI, or risk terms;
 - (iii) the applicable Ordering Document controls with respect to purchased scope, plan, commercial terms, committed pricing, and other expressly negotiated terms;
 - (iv) these General Terms control with respect to all other general legal terms; and
 - (v) the Documentation controls with respect to service descriptions, usage metrics, technical information, and operational details, but only to the extent not inconsistent with the foregoing.
- 17.3 **Amendment and No Waiver.** Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both Parties. No waiver shall be effective unless in writing. A failure or delay to exercise a right does not constitute a waiver.
- 17.4 **No Third-Party Beneficiaries.** This Agreement is not intended to be for the benefit of, and will not be enforceable by, any third-party including (without limitation) any insurance providers or customers.
- 17.5 **Independent Contractors.** The Parties are independent contractors. This Agreement does not create any partnership, joint venture, agency, fiduciary, employment, or franchise relationship between the Parties.
- 17.6 **Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision shall be interpreted so as to best accomplish its intended purpose to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.
- 17.7 **Independent Allocation of Risk.** Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, exclusion of damages, or allocation of responsibility is intended by the Parties to allocate the risks of this

Agreement between them. This allocation is reflected in the pricing and commercial structure of the Services and is an essential basis of the bargain between the Parties.

- 17.8 **Non-solicitation.** During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the Customer agrees not to, directly or indirectly, solicit, recruit, or hire any employee or consultant of Borg or its Affiliates, nor encourage any such individual to terminate their employment or engagement with Borg or its Affiliates. In the event of a breach of this non-solicitation obligation, the Customer agrees to pay Borg a liquidated damages fee equal to twice the annual salary of the relevant employee or consultant. The Parties acknowledge that this amount is a reasonable estimate of the damages Borg would incur due to such a breach and is not a penalty.
- 17.9 **Publicity.** Customer shall not use Borg's identifying symbols or otherwise refer to Borg, except as with Borg's express prior written consent. Customer grants Borg permission to use Customer's logo and/or name on the Borg website, and for sales and marketing purposes. All other uses of Customer's proprietary identifying symbols shall be subject to Customer's consent, which shall not be unreasonably withheld.
- 17.10 **Assignment.** Neither Party may assign this Agreement or parts of it without the other Party's prior written consent except that Borg may freely assign its rights and obligations (a) to an Affiliate or (b) in connection with a Change of Control. This Agreement shall be binding upon and inure to the benefit of all permitted successors and assigns.
- 17.11 **Anti-corruption Compliance.** Customer agrees to comply with all applicable anti-corruption laws. Customer represents and warrants that in the performance of its obligations under this Agreement it has not and will not act in violation of anti-corruption laws. Customer must keep accurate books and records in relation to this Agreement and make those records available to Borg upon request and with reasonable notice.
- 17.12 **Survival.** The Parties' rights and obligations which by their nature must survive termination or expiration of the Agreement in order to achieve its fundamental purpose, including as set forth in Sections 11.9 (Invoice Disputes), 10 (Confidentiality), 14 (Disclaimer), 7.2 (Reservation of Rights), 16 (Limitation of Liability), 15 (Indemnification) and 17 (General), as well as relevant provisions of the DPA, shall survive termination or expiration of this Agreement.
- 17.13 **Changes.** Borg may at any time amend these General Terms, any Service Appendix, and the DPA. Any such amendment shall take effect from Customer's next renewal or billing cycle following expiry of the notice period. In the event of any material changes Borg will provide at least thirty (30) days' prior written notice to Customer. In any case, if Customer does not accept the amendment, Customer may elect not to renew the affected Services, in which case the affected Services shall terminate at the end of the then-current subscription or billing period. Customer's renewal of, or continued use of, the affected Service(s) after such date constitutes acceptance of the amendment.
- 17.14 **Governing Law and Jurisdiction.** This Agreement, the interpretation thereof and any dispute arising between the Parties related to this Agreement, shall be exclusively governed by the laws of Norway and any and all disputes arising out of or relating to the Agreement shall be brought exclusively to the courts of Trondheim, Norway. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

18. DEFINITIONS

- 18.1 In addition to definitions elsewhere in this Agreement, the following definitions shall apply:

Affiliate	means an entity which at the relevant time is directly or indirectly Controlled by, Controlling or under common Control with a Party, now or in the future. An entity shall " Control " another entity when it owns more than 50% of the equity or other voting interests, or otherwise has primary management or operational responsibility.
Aggregated Data	means any data (including Customer Content and Findings) collected and/or derived by Borg from the operation or offering of the Services to Customer that has been aggregated and de-identified such that it does not directly or indirectly identify Customer, any individual, or Customer's Confidential Information.
Agreement	means these General Terms, any applicable Service Appendices (which may include end use license agreements) applicable to Customer's Products, and, if applicable, any and all Order Forms, as well as any other appendices, attachments or legal terms made applicable by reference therein or hereto.
Authorized User	means any employee, contractor, consultant, or other individual authorized by Customer to access or use the Services on Customer's behalf.
Business Day	means any calendar day that is neither a Saturday, a Sunday or a public holiday in Norway.
Change of Control	means one or more transactions whereby (a) Control of a Party is transferred, directly or indirectly, whether by operation of law or otherwise, (b) all or substantially all of such Party's assets or equity securities are acquired by a natural or legal person or (c) such Party is merged or consolidated with or into another entity; provided, that, in any case, such Party's equity owners of record immediately before such transaction(s) shall, immediately after such

	transaction(s), hold less than 50% of the voting power of the succeeding, acquiring or surviving entity.
Confidential Information	means any information that the disclosing Party, its Affiliates or agents (each, " Disclosing Party ") discloses during the Subscription Term to the receiving Party, its Affiliates or agents (each, " Receiving Party ") which is designated as confidential by the Disclosing Party or which the Receiving Party reasonably should understand is confidential due to the circumstances of disclosure or the nature of the information, and that relates to Disclosing Party, its products, services, developments, trade secrets, know-how, or personnel. Customer Content and customer-specific findings, reports, and outputs shall be deemed Customer's Confidential Information. " Confidential Information " shall not include information that (a) was already known to Receiving Party without an obligation of confidentiality at the time of disclosure; (b) is or becomes publicly known or available through no wrongful act of Receiving Party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is developed by a party without the use of any proprietary, non-public information provided by the other party under this Agreement.
Customer Content	means any information, data, materials, repositories, content, code, codebases, credentials, tokens, specifications, Cloud Infrastructure, URLs, logs, screenshots, configuration data, metadata, target definitions, instructions, and other content or information made available by or on behalf of Customer in connection with receiving the Services.
Data Processing Agreement / DPA	means the data processing agreement forming part of this Agreement governing Borg's Processing of Personal Data on behalf of the Customer in connection with the Services.
Documentation	means the usage guidelines, product and service descriptions, plan information, technical information, service descriptions, pricing details, support materials, onboarding materials, third-party service information, and other information made available by Borg to Customer on Borg's website, in the Odin platform, in the billing dashboard, in an Ordering Document, or otherwise directly by Borg to Customer. "Documentation" excludes Customer Content.
Effective Date	means the date on which Customer first accepts this Agreement, signs an applicable Ordering Document, completes an applicable signup or purchase flow, or first accesses or uses the Services, whichever occurs first.
Fees	means all fees, charges, and other amounts payable by Customer to Borg for the Services under this Agreement.
Findings	means vulnerabilities, attack surface outputs, exposures, evidence, exploit validation records, technical observations, as made available in reports and related security outputs generated for Customer through the Services and presented to the Customer in the Odin platform.
General Terms	means the terms contained in this document.
Intellectual Property Rights	means all patents, copyrights, trade secrets, trademarks and service marks, trade names, trade dress, goodwill and marketing rights related thereto, works of authorship, inventions, discoveries, improvements, enhancements, methods, processes, formulas, designs, techniques, derivative works, know how, all other intellectual property or proprietary rights (registered or not) and equivalents or similar forms of protection existing worldwide, and all applications for and registrations in such rights.
Ordering Document	means any order form, statement of work, online checkout flow, signup flow, subscription page, quote, proposal, invoice, billing page, or other commercial document or interface provided in writing by Borg to Customer under which Customer purchases, activates, upgrades, renews, or expands the Services.
Party	means Borg or Customer, as applicable.
Provider Data	means usage, telemetry, analytics, operational, performance, abuse, and security data generated by or for Borg in connection with operating the Services, excluding Customer Content except to the extent transformed into Aggregated Data.
Professional Services	means any human-led offensive security consulting, training, implementation, or technical support services, as well as embedded research services provided by Borg to Customer, as further defined in the separate Ordering Document(s) between the Parties.
Service Appendix	means any appendix, addendum, supplemental terms, support terms, rules of engagement, or other Service-specific terms applicable to a particular Service or category of Services.
Services	means the hosted software, platform functionality, security services, AI-enabled services, automated services, agentic services, discovery services, testing services, reporting functionality, support services, Professional Services, related features and functionality, and any other services made available by Borg from time to time, including through the Odin platform.

Subscription Term	means the duration of the subscription of Services as stated in the relevant Ordering Document, and modified by any applicable extension or early termination.
Taxes	means any applicable local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges, including any related penalties and interests however designated.