

PROOF OF VALUE TERMS AND CONDITIONS

These Proof of Value Terms and Conditions (the “**Terms**”) are entered into by and between Veracode, Inc., a Delaware corporation with offices at 65 Blue Sky Drive, Burlington, Massachusetts 01803, (“**Veracode**”) and the Customer entity identified on an order form referencing these Terms (“**Customer**”) and shall be effective as of the last date of signature, (the “**Effective Date**”). These Terms are effective as of the date Customer has clicked “I accept the terms of the Proof of Value”. The parties to these Terms may be referred to as a “**Party**” singularly or the “**Parties**” collectively. Intending to be legally bound hereby, Veracode and Customer agree as follows.

1. Definitions. “**Affiliate**” means an entity controlled by, controlling, or under common control with a Party during the period such control exists. For the purposes hereof “**control**” means the power to direct the operations, policies, and management of an entity through the ownership of more than fifty percent (50%) of the voting securities of such entity, by contract, or otherwise; “**Application(s)**” means a collection of logically related software components that perform a coordinated set of functions, either owned by Customer and/or its Affiliates (provided that an Application may contain third party software components licensed by Customer and/or its Affiliates) or licensed by Customer from a third party and designated for Assessment by Customer, including but not limited to software applications, virtual machines, containers, serverless functions, network resources, or datastores; “**Assess(es)(ed)(ment)**” means the analysis performed by a particular Solution; “**Confidential Information**” means any information, whether disclosed in written, oral, electronic or visual form, which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation business, operations, finances, technologies, products and services, pricing, personnel, customers and suppliers, other proprietary information, the Veracode Property, the Reports and Output. The existence of these Terms shall not be considered Confidential Information; however, the economic terms of these Terms, inclusive of pricing, shall be considered Confidential Information; “**Customer Data**” means any Customer data, information, or content (including the Applications) provided by, or on behalf of, Customer to Veracode in connection with its use of a Solution; “**Documentation**” means any user guides, help windows, Solution descriptions and other documents relating to the use, performance, or technical information, of a Solution made available by Veracode at <https://docs.veracode.com>; “**Internal Use**” means customary internal business use and not use for compensation of any kind; “**Output**” means any type of output, other than a Report, provided by or made available by Veracode to Customer or its Users, through the Solution(s), or otherwise; “**Remediation(s)**” means a suggested change generated by the Solution as a result of an Assessment, which may be in the form of code, and which Customer may choose to review and/or implement into an Application; “**Report(s)**” means any report (or any portion of a report) produced by the Solution(s) that provides the results of an Assessment; “**Solution(s)**” means the products accessed by Customer or its Users under these Terms (including any Veracode owned or licensed software, data, information, content, documents, systems or sub-systems, any updates to the Solutions made available by Veracode from time to time, in its sole discretion. As used herein, the term Solution specifically excludes all Applications, Remediations, and Reports; “**Third-Party Integrations**” means features that allow Customer’s service providers to enable integration between the Solution and such third-party applications or services; “**Usage Data**” means anonymized data, including data that has been aggregated, generated or derived from the operation and use of the Solutions, including statistical information that Veracode has compiled relating to Assessments, which does not identify an Application or Customer; “**Users**” means anyone granted access to a Solution under these Terms; “**Veracode Property**” means any Veracode technical information, e-Learning or other course content, techniques, ideas, methods, processes, software, interfaces, utilities, data, documents, directories, designs, user interfaces, know-how, intellectual property, information or materials of any kind (regardless of form) which has been or is acquired, created, developed or licensed by Veracode prior to or outside the scope of these Terms and any improvement, modification or other derivative works thereof and all intellectual property rights therein; and expressly includes, without limitation, the Solutions, Usage Data, and Report and Output templates.

2. Evaluation License to the Solution. Veracode grants Customer, for evaluation purposes only, a non-exclusive, non-transferable, limited right and license to access and use (i) the particular Veracode Solution(s) for a period not to exceed the number of days as mutually agreed upon. Veracode may make available to Customer or its Users (i) a Report containing the results of each Application Assessed as part of the Solution; (ii) Output; and/or (iii) Remediation(s). Customer shall own all right, title, and interest to each Report and/or Remediation, as applicable, subject to Veracode’s ownership of any Veracode Property contained therein and provided Customer agrees Reports and/or Remediations shall be used solely for Customer’s Internal Use and as contemplated by these Terms. Veracode grants Customer a non-exclusive, transferable, perpetual, worldwide license to access, use and reproduce any Veracode Property contained within each of the Report and/or Remediation, solely for Internal Use.

3. Customer Applications and Customer Data License. Customer grants Veracode a limited, non-exclusive right and license, during the Subscription Term, to (i) use, access, reproduce, transmit, collect, and store, including via application programming interfaces, each Application or components thereof, and the Customer Data, solely to the extent necessary to provide the Solution and/or perform its obligations under these Terms; and (ii) create, reproduce, store, make available and transfer Reports or Output. Veracode will not expose or attempt to derive the source code of any Application. Except as expressly licensed herein, Customer and its Affiliates (and/or their licensors) shall retain all right, title and/or interest to the Customer Applications and Customer Data.

4. Acceptable Use. Customer and its Users shall not: (i) use the Solutions except as contemplated by these Terms; (ii) use the Solutions in any manner that is in breach of any law or regulation; (iii) make the Solutions available to any third party not authorized or as otherwise contemplated by these Terms; (iv) send Applications or code that can harm or result in damage to the Solutions (including but not limited to malicious code and malware); (v) willfully interfere with or disrupt the integrity of the Solutions; (vi) attempt to gain unauthorized access to the Solutions or its related systems or networks; (vii) use the Solutions to provide services to, or on the behalf or benefit of, third parties except as expressly permitted by these Terms; (viii) remove or modify any program markings or any notice of Veracode’s or its licensors’ proprietary rights; (ix) use Remediation(s) to train a large language model; (x) modify or attempt to expose the source code of, or attempt to recreate any software which forms a part of the Solutions or Software; (xi) perform or disclose any benchmark or performance tests on the Solutions; (xii) perform or disclose any of the following security testing of the Solutions, or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation; (xiii) provide any health, payment card or similarly sensitive personal information in its use of the Solutions that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable Solution; (xiv) use the Solutions and any of the features thereof, or any APIs, in a manner that affects the stability or accessibility of the Solutions; or (xv) Attribute to Veracode any Reports, Application findings, Remediations, Output or Assessment results produced by the Solutions that have been modified or altered. Customer agrees that it and its Users shall, if notified by Veracode that such Customer or User utilization has been determined by Veracode to be the cause of stability or accessibility issues, immediately cease such usage. Customer further agrees to promptly notify Veracode upon learning of any unauthorized use of its accounts or any other breach of security related to the rights granted under these Terms. Upon such notification, or if Veracode learns of any malicious activity associated with any Customer or User account, Veracode may temporarily suspend such accounts to mitigate the effects of any security event or malicious activity, and when reasonably practicable and lawfully permitted, will provide Customer with notice of any such suspension. Veracode will use reasonable efforts to re-establish any temporarily suspended account promptly after the issue causing the suspension has been resolved. Veracode reserves the right to refuse registration of, or to cancel login IDs of any Users who violate these Terms.

5. Confidentiality. Each Party shall retain in confidence, and not use except for the purposes described in these Terms, the Confidential Information of the other Party disclosed by such Party or its Affiliates or made available in connection with these Terms. The receiving party will use the same degree of care and discretion (but not less than reasonable care) to avoid disclosure, publication, or dissemination of the disclosing party’s Confidential Information as it uses with its own information of a similar nature. Except as authorized in these Terms, the receiving party will not disclose the Confidential Information of the disclosing party to a third party other than

to its employees, contractors, agents or advisors in connection with its performance of these Terms and the receiving party shall be liable to the disclosing party for any violation of these Terms by such persons. Confidential Information shall not include information that (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was or is generated independently without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) to the extent permitted by the governmental order or law, gives the disclosing party reasonable advance written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (ii) discloses only that portion of the Confidential Information as is required, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Notwithstanding anything herein to the contrary, provided that Veracode does not use or disclose Customer Confidential Information, Veracode shall be free to use, exploit and disclose its general skills, concepts, ideas, know-how, Usage Data and expertise gained or learned during the course of these Terms, and Veracode shall not be restricted from creating Output for other customers which is similar to that provided to Customer. Each Party owns and retains all rights, inclusive of all intellectual property rights, to their respective Confidential Information.

6. Representations and Warranties. Customer represents and warrants that it has and shall maintain all rights necessary to (i) provide the Applications or components thereof, Customer Data and Customer Confidential Information to Veracode for the purpose of enabling Veracode to perform its obligations under these Terms, and (ii) direct Veracode to take any actions concerning the Applications or components thereof, Customer Data and/or Customer Confidential Information, including to perform Assessments or receive and implement Remediations.

7. Warranty Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, VERACODE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VERACODE DOES NOT WARRANT OR REPRESENT THAT THE SOLUTIONS WILL FIND, IDENTIFY OR, AS APPLICABLE, FIX ALL SECURITY VULNERABILITIES, RISKY CAPABILITIES, OR MALICIOUS CODE, OR THAT REMEDIATIONS WILL NOT RESULT IN THE INTRODUCTION OF NEW VULNERABILITIES OR BREAK THE FUNCTIONALITY OF THE APPLICATIONS OR CUSTOMER DATA. CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR THE USE OF ANY REMEDIATIONS, INCLUDING THE EVALUATION OF THE IMPACT OF THE USE OF ANY REMEDIATION PRIOR TO IMPLEMENTATION.

8. Limitation of Liability. IN NO EVENT WILL VERACODE, ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO CUSTOMER OR ANY OTHER PARTY UNDER OR IN CONNECTION WITH THESE TERMS FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, OR LOST DATA, REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF VERACODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the foregoing, Veracode shall not have any liability for losses, claims or damages for any harm or disruption of Customer's systems or applications arising out of (i) penetration tests or simulated attacks or Customer's implementation of or failure to implement, install, use and/or apply Remediations provided as part of a particular Solution in accordance with these Terms; or (ii) Third-Party Integrations.

9. General. These Terms will be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to its choice of laws principles. The parties agree to submit to the exclusive jurisdiction of, and venue in, the courts of Middlesex County, Massachusetts. These Terms supersede all previous agreements, proposals or representations related to the Solution. Any changes to these Terms or any additional or different terms in other documents, will not be effective unless expressly agreed to in writing by the parties. The relationship of the parties is that of independent contracting parties and neither Party shall be construed to be an employee, partner or agent of the other Party.

10. Export Compliance. Customer use of, or access to the Solution Platform or the Solutions, Reports or Output may be subject to export laws and regulations of the United States and other jurisdictions which may or may not cause Veracode to deny User access. Customer will not permit any access to or use Solution in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation and Customer shall comply with all laws and regulations applicable to the use of the Solutions, including laws or regulations of the United States Department of Commerce, the United States Department of the Treasury's Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each Party represents that it is not named on any U.S. government denied-party list.