



## END OF LIFE DATA SET PROGRAM EXHIBIT

### **Section 1. Description of End of Life Data Set Subscription**

HeroDevs has created the End-of-Life Dataset tool ("EOL Data Set") which is used by enterprises to scan its internal infrastructure for software that has reached its end-of-life and is no longer receiving community support, and as such, may have current un-remediated security vulnerabilities ("EOL Software"). Through the EOL Dataset Tool HeroDevs has compiled, and continues to grow a unique repository of data as it relates to scans carried out by third-party enterprises ("EOL Data").

As part of this Exhibit, and subject to the terms of the HeroDevs Partner Agreement, HeroDevs grants access to the EOL Data to Partner as an annual subscription ("EOL Data Set Subscription"). For purposes of this Exhibit, the Subscription Services shall be amended to include EOL Data Set Subscription.

### **Section 2. Description of EOL Data**

**A. EOL Data Set Definition:** The EOL Data Set is a proprietary database maintained by HeroDevs. It includes the following core elements for each version of an open-source package that follows semantic versioning:

1. **EOL Determination:** A boolean value indicating whether a given package version is classified as end-of-life ("true" for EOL, "false" for not EOL).
2. **EOL Reasons:** A proprietary, machine-readable set of reason codes that explain the determination. For example, a reason code may indicate the presence of unpatched vulnerabilities in that version.
3. **NES Data:** Information on whether HeroDevs provides Never Ending Support (NES) for the package in question.
4. **Next Supported Version:** The identifier of the next available version of the package that is not classified as end-of-life.

Additional metadata may be provided at HeroDevs' sole discretion.

**B. Restrictions on Use:** To protect the proprietary nature of the EOL Data Set, Partner agrees to the following conditions:

1. **No Resale or Redistribution:** Partner shall not resell, sublicense, or otherwise distribute the EOL Data Set, in whole or in part, to any third party without the express written consent of HeroDevs.
2. **No Unauthorized Sharing:** Partner shall not transmit or share the EOL Data Set with any third party. Partner may only integrate the EOL Data Set directly into its own product(s), as permitted under this Exhibit.

3. **No Competing Data Sets:** Partner shall not use the EOL Data Set, or any portion thereof, to develop, train, or enhance a competing data product and/ or service.
4. **Preservation of HeroDevs Links:** Any NES-related hyperlinks or identifiers provided by HeroDevs must remain intact and unaltered. HeroDevs may allow for certain tracking parameters upon mutual written agreement.

**C. Frequency of Updates:** During the Subscription Term (as defined below), HeroDevs will make updated EOL Data available to the Partner no less than once per month. These updates will be accessible to the Partner via a designated API key or similar secure method, ensuring that the Partner can retrieve the most current data at their convenience.

### **Section 3. Term and Consideration**

**A. Subscription Term:** The initial term of this Agreement shall be one (1) year from the Effective Date (the "Subscription Term"). Thereafter, the Subscription Term may be renewed for additional periods upon the parties' mutual written agreement.

**B. Annual Subscription Fee:** Partner shall pay HeroDevs an annual subscription fee of Fifty Thousand U.S. Dollars (US \$50,000.00) (the "Annual Subscription Fee"). However, for the duration of the early access beta period, which shall not exceed the initial term of one (1) year, the annual subscription fee will be discounted to zero U.S. Dollars (US \$0). For the avoidance of doubt, any renewal of the Subscription Term shall be subject to mutual written agreement between the parties and applicable Annual Subscription Fee as set forth therein. Partner agrees that HeroDevs may unilaterally adjust and change the Annual Subscription Fee, on an annual basis, by providing Partner with a thirty (30) days written prior written notice.

**C. Warranties:** The EOL Data Set and all related services are provided "AS IS" and without any warranties of any kind, whether express, implied, or statutory. HeroDevs expressly disclaims all implied warranties, including any implied warranties of accuracy, completeness, merchantability, fitness for a particular purpose, and non-infringement.