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HELM

UK EULA REV 1.3
RELEASE 02.11.2026

// UNITED KINGDOM, IRELAND AND REST OF WORLD

Helm Ransomware Containment License Agreement

EDITION	United Kingdom, Ireland and rest of world
LICENSOR	BullWall Ltd, trading as Helm
GOVERNING LAW	England and Wales
REVISION	UK EULA rev 1.3
RELEASE	2 November 2026

BullWall Ltd, trading as Helm
Company number 11166803 | Salisbury House, 5th Floor, London Wall, London EC2M 5QQ, England
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UK EULA REV 1.3 - RELEASE 02.11.2026

Helm Ransomware Containment License Agreement

This Helm Ransomware Containment License Agreement (this "**Agreement**") is entered into by and between BullWall Ltd, trading as Helm, a company organized under the laws of England, having company number 11 16 68 03 ("**BullWall**"), and the individual or entity who or which will be utilizing the Software (as defined below, and such individual or entity, "**Licensee**").

A. BullWall or its Affiliates have developed and own Software (as defined below) designed to detect and halt ransomware attack.

B. BullWall has authorized its Affiliates and various distributors and resellers (each, a "**Reseller**") to market, advertise and sell such Software, and assist BullWall with the process of identifying and onboarding licensees thereof, subject to each licensee agreeing to the terms and conditions of this Agreement.

C. Licensee desires to license the Software from BullWall and agrees to all terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BullWall and Licensee (each, a "**Party**" and, collectively, the "**Parties**") hereby agree as follows:

1. Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings ascribed as follows:

1.1 **"Affiliate"** means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person, and **"control"** and formatives thereof mean the possession, directly or indirectly, of more than fifty percent (50%) of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

1.2 **"Content Updates"** mean updates to content utilized by the Software, including updated intrusion detection data and updated vulnerability signatures, as BullWall may make available from time to time.

1.3 **"Data Protection Laws"** means Laws relating to the use, protection, privacy, and/or security of Personal Information.

1.4 **"Device"** means (a) a single computer, storage drive, server or other device on which Licensee may install and use the Software, or from which Licensee can access and use the Software installed on a network, or (b) a physical connection point that links two separate devices.

1.5 **"Documentation"** means any and all user guides and/or other documentation, relating to such software proprietary to BullWall or any Affiliate thereof and currently known as "Helm Ransomware Containment" (formerly "BullWall Ransomware Containment"), "Helm Server Intrusion Protection" and "Helm Virtual Server Protection", in each case to the extent licensed under the Order, as BullWall makes available (whether electronically or otherwise) from time to time under this Agreement.

1.6 **“Effective Date”** means such effective date as is stated in the Order or, if no such date is stated in the Order, the date upon which the Order is signed by Licensee (in whatever form or medium).

1.7 **“Governmental Authority”** means any governmental, regulatory or self-regulatory authority, organization, agency, court, tribunal, arbitral body, or commission, or any other similar body or organization exercising governmental or quasi-governmental power or authority.

1.8 **“Laws”** means all laws or statutes of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.

1.9 **“Malicious Code”** means any computer virus, Trojan horse, malware, ransomware, worm, time bomb, or other similar code or component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify, any other software, hardware, network or other technology.

1.10 **“Order”** means such written purchase order or other written agreement entered into by a Reseller and Licensee, which further defines Licensee’s rights under this Agreement, whether such order precedes, accompanies or follows this Agreement, as may be amended from time to time by written agreement of the Parties (or the Reseller and Licensee, as applicable). All terms of such Order pertaining to the subject matter of this Agreement, including the License (as defined in **Section 2.1** below), the Fees (as defined in **Section 3.1** below) and the term of this Agreement (as addressed in **Section 4.1** below), are hereby incorporated into this Agreement by reference, notwithstanding the fact that the Order has been entered into by the Reseller and Licensee.

1.11 **“Person”** means an individual or a partnership, limited partnership, limited liability partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

1.12 **“Personal Information”** means (a) any data or information that can be directly or indirectly used to identify a natural person and (b) any other data and information that falls within any definition of “Personal Data,” “Personal Information,” “Personally Identifiable Information,” or similar definitions in any applicable Data Protection Laws.

1.13 **“Process”** (and formatives thereof) mean any operation or set of operations that is performed upon data or a set of data, whether or not by automated means, including collection, recording, storing, retention, aggregation, alteration, use, disclosure, access, transfer, transmission, or destruction.

1.14 **“Software”** means (a) the object code of such software proprietary to BullWall or its Affiliates and currently known as “Helm Ransomware Containment” (formerly “BullWall Ransomware Containment”), “Helm Server Intrusion Protection” and “Helm Virtual Server Protection”, in each case to the extent licensed under the Order, as BullWall makes available under this Agreement, (b) any and all Documentation, and (c) any and all Upgrades.

1.15 **“Upgrades”** means any and all (a) Content Updates and (b) modifications, enhancements, improvements, bug fixes, upgrades, updates and new versions to or of the Software, and derivative works based thereon; in each case, as BullWall makes available from time to time under this Agreement.

2. License

2.1 Scope of License. Subject to the terms and conditions of this Agreement, BullWall hereby grants to Licensee a non-exclusive, revocable, non-sublicenseable, non-transferable (except as permitted pursuant to **Section 15**), limited right and license, during the term of this Agreement (the "**License**") to use the Software solely for Licensee's internal business purposes, in the quantities and at such use levels as described in the Order, and solely in compliance with all applicable Laws and any and all policies of BullWall of which BullWall notifies Licensee. The License includes (a) the right to make a single copy of the Software for archival and disaster recovery purposes, (b) such Content Updates (if any) as BullWall may, in its discretion, make generally available to all Software licensees from time to time, and (c) such other Upgrades (if any) as BullWall may, in its discretion, make generally available to all Software licensees from time to time. No Content Updates or other Upgrades will be deemed to increase the quantities or use levels set forth in the Order. If the Order specifies the number of Devices on which the Software may be installed, Licensee may deploy the License from one Device to a new Device only if the original Device is permanently decommissioned and the Software is deleted therefrom.

2.2 License Key. BullWall will make the Software available for download via such website or other media as BullWall may designate from time to time. Licensee may access the Software only through such license key(s) provided to Licensee by BullWall or the Reseller (collectively, "**License Key**"). Licensee shall be fully responsible for maintaining the confidentiality and security of the License Key and for all activities that occur through the use of the License Key, whether or not such use is authorized by Licensee. The Software will be deemed accepted by Licensee upon Licensee's first use of the License Key.

2.3 Installation and Resources. As between BullWall and Licensee, Licensee shall be solely responsible for (a) installation, implementation and configuration of the Software, and (b) all software, hardware, networks and other technology necessary to access and utilize the Software, and any and all losses, damages, liabilities, costs and expenses associated therewith.

2.4 Restrictions on Use of Software.

2.4.1 General Restrictions. Licensee agrees it shall not, directly or indirectly: (a) use the Software for any purpose prohibited by applicable Laws or otherwise violate any applicable Laws in connection with use of the Software; (b) attempt to copy, reproduce, modify, reverse engineer, disassemble, decompile, translate, attempt to discover the source code of, or create derivative works based on, the Software; *except that* the Software may be decompiled for purposes of interoperability to the extent permitted by, and in strict compliance with, applicable Laws; (c) sell, convey, transfer, sublicense, distribute, rent or lease the Software, or otherwise permit access to the Software by any third party, except as expressly permitted under this Agreement; (d) use the Software to provide service bureau, software as a service or "SaaS," or other software related services to any third party or otherwise use the Software for the benefit of a third party; (e) remove, obscure, alter or deface any notice of confidentiality, any trademark, any copyright notice or any other indicia of ownership that may be contained in or displayed via the Software; (f) interfere, in any way, with others' use of or access to the Software; (g) attempt to circumvent, eliminate, override, disable or modify any security measures designed to protect the Software as BullWall may provide; (h) use the Software to circumvent the security of, or introduce Malicious Code into, another Person's

technology; (i) conduct any stress, vulnerability or penetration tests or competitive benchmarking with respect to the Software without the approval and collaboration of BullWall; (j) without BullWall's written approval, publish, broadcast, publicly display or otherwise publicly disclose any performance information relating to the Software; (k) use the Software for any purpose other than Licensee's internal business purposes or in such quantities or use levels other than as set forth in the Order; or (l) refer to any portion of the Software, or otherwise use the Software, in connection with the development of any software or other product or service having the functionality, look and feel, or other features similar to the Software.

2.4.2 Export Controls. Without limiting the generality of the foregoing, Licensee agrees it shall not, directly or indirectly, export, transfer or other allow access to or use of the Software, in violation of any applicable Laws relating to export control and/or sanctions, including (a) into (or to or by any citizen, national or resident of) any country against which any economic or financial sanctions or trade embargoes are maintained or enforced by the United States, including by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the United Kingdom, or the European Union or any of its member states (any Person who or which is the target of any of the foregoing sanctions or embargoes, a "**Sanctions Target**") or (b) to or by any Person listed on the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the United States Department of the Commerce's Denied Persons List or Entity List or on equivalent lists in other jurisdictions (any such Person described in clause (b), a "**Prohibited User**").

2.4.3 High Risk Activities. Licensee acknowledges and agrees that the Software is not designed or intended for use in any hazardous environment requiring fail-safe performance, including the operation of nuclear facilities, aircraft or spacecraft navigation or communications systems, air traffic control systems, life-support systems, weaponry, or any other application or installation in which any delay or failure of operation of the Software could result in death, personal injury or property damage (collectively, "**High Risk Activities**"), and Licensee shall not, directly or indirectly, use the Software in connection with any High Risk Activities.

2.5 User Data. Subject to **Sections 6.5** and **7.3** below, Licensee shall own and, as between Licensee and BullWall be solely responsible for, any and all data uploaded, generated, stored and/or otherwise Processed via the Software by Licensee or through Licensee's use of the Software (collectively, "**User Data**"), including (a) the accuracy and security of all User Data, and (b) all consequences of any storage, disclosure, display, transmission, distribution, use and/or other Processing of User Data. For the avoidance of any doubt, the Software does not include any functionality designed to transmit any User Data electronically to BullWall or the Reseller or to any third parties.

2.6 Upgrades. BullWall may, in its sole discretion, modify the Software at any time and deliver to Licensee any such Upgrades. BullWall shall not have any obligation under this Agreement to provide Licensee any Upgrades to the Software as BullWall may create from time to time. In the event BullWall, in its sole discretion, provides to Licensee any Upgrades, (a) Licensee shall promptly install such Upgrades and (b) such Upgrades shall be deemed "Software" under this Agreement and shall be subject to the terms and conditions hereof. BullWall shall have no responsibility or liability for performance or security issues or other issues arising from Licensee's failure to install and implement Upgrades in a timely fashion.

2.7 Third Party Components. The Software may include open source software or other elements proprietary to a third party and licensed by BullWall. Licensee agrees that it will comply with any and all terms and conditions of such third party licenses of which BullWall may notify Licensee from time to time.

2.8 Third Party Services. Licensee may contract with the Reseller or a third party to assist with the installation, implementation and/or operation of the Software on Licensee's behalf (a "**Third Party Provider**") and allow such Third Party Provider to use the Software solely for Licensee's benefit; provided that Licensee is and will remain responsible for compliance thereby with all applicable terms and conditions of this Agreement and shall be liable for the acts and omissions of any Third Party Provider as though they were acts or omissions of Licensee.

2.9 Notification. Licensee shall notify BullWall immediately upon becoming aware of (a) any and all unauthorized uses of any License Key and/or any thefts, losses or other breaches of security with respect to any License Key, (b) any unauthorized use or misuse of or other security breaches with respect to the Software, and (c) any actual or suspected infringement or other violation of BullWall's rights in the Software.

Notwithstanding the foregoing, Licensee shall not have any right to prosecute or otherwise take any action in respect of any such security breaches or violations, and BullWall shall have no obligation hereunder to investigate, prosecute, or otherwise take any action in respect of any such security breach or violation of which it is notified by Licensee.

2.10 Audit. During the term of this Agreement and the one (1) year period immediately following the effective date of expiration or termination hereof, BullWall and/or its designee shall have the right, upon at least ten (10) business days' notice to Licensee, to inspect and audit all technology, books, records and other documentation relevant to ascertaining Licensee's compliance with the terms and conditions of this Agreement; provided that (a) any such audit shall take place during Licensee's normal business hours and (b) unless BullWall reasonably suspects Licensee is in breach of this Agreement, BullWall shall not conduct any such audits hereunder more frequently than once per year. Each such audit shall be at BullWall's expense unless such audit reveals (or confirms) any breach by Licensee of this **Section 2** or any other material breach of this Agreement, in which case Licensee shall reimburse BullWall for all reasonable costs incurred by BullWall in connection with such audit. Licensee shall cooperate in good faith with BullWall and/or its designee to facilitate BullWall's performance of its rights under this **Section 2.10**.

2.11 Other BullWall Products and Services. If Licensee contracts with BullWall or any BullWall Affiliates for Software support services or other products or services of BullWall or its Affiliates, the usage of such other products or services shall be governed by separate contracts with BullWall or the applicable BullWall Affiliates.

3. License Fees

3.1 Fees. Licensee shall pay to the Reseller such fees for licensing the Software as are set forth in the Order (collectively, "**Fees**"), in accordance with any payment terms set forth therein. If no payment terms are included in the Order, Licensee shall remit payment to the Reseller of any undisputed invoice for Fees owed under this Agreement, within thirty (30) days following Licensee's receipt of such invoice. If Licensee has a good faith dispute regarding any invoice, Licensee shall notify the Reseller thereof, pay the undisputed amount (if any), and use good faith efforts to resolve such issue amicably with the Reseller. If, upon resolution of such dispute,

Licensee owes any additional Fees, Licensee shall pay such amounts to the Reseller within seven (7) days following such resolution. Subject to **Sections 5.2** and **9.1.2(c)**, all Fees paid by Licensee shall be non-refundable. If Licensee fails to pay the Reseller when due any undisputed Fees or Taxes, such delinquency shall be deemed a material breach of this Agreement.

3.2 Taxes. The Fees will be exclusive of all national, federal, state, municipal and other taxes (including sales taxes and withholding taxes), levies, duties or similar charges, however designated, levied or imposed, that may be assessed by any jurisdiction in relation to this Agreement or any of the rights granted provided under this Agreement under current Laws or as a result of any change in Laws following the Effective Date (collectively, "**Taxes**"), and Licensee shall be responsible for (and shall promptly pay or reimburse BullWall for, as applicable) any and all such Taxes as may be assessed against BullWall, during the term of this Agreement or subsequent to the effective date of expiration or termination hereof, which are levied or imposed by reason of the performance hereunder by BullWall or Licensee or exercise of any rights thereof, other than any Taxes based on BullWall's net income.

4. Term and Termination

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall be for such period of time as set forth in the Order (the "**Initial Term**"), as extended by any Renewal Term under Section 4.5.

4.2 Termination. Either Party may terminate this Agreement, immediately upon written notice to the other Party, if the other Party breaches this Agreement in any material respect and, if capable of remedy, such other Party fails to cure such breach within thirty (30) days following notice thereof.

BullWall may additionally terminate this Agreement immediately upon written notice to Licensee as set forth in **Section 9.1.2(c)** and if BullWall reasonably believes that continued use of the Software by Licensee does or is likely to violate any applicable Laws (including as a result of any new applicable Laws or amendments to existing applicable Laws).

4.3 Consequences of Termination. Upon termination of this Agreement, unless otherwise agreed in writing by the Parties, all rights granted to Licensee under the License shall terminate, and Licensee shall: (a) cease all uses of the Software; and (b) at Licensee's expense, destroy, and certify as destroyed, Software (including all Documentation and all copies thereof) and any other Confidential Information of BullWall in Licensee's possession and/or control; provided that, Licensee may retain a single, archival copy of such items if and to the extent (including for the period of time) such retention is mandated by applicable Laws. **Sections 2.5, 2.10, 3, 4.3, 4.4, 5.3** and **6** through 24 (inclusive) shall survive beyond the effective date of termination of this Agreement and shall remain in full force and effect.

4.4 Committed Term. Where the Order states that the Initial Term is a committed term, the Initial Term is a single committed term that Licensee may not cancel, including where it is longer than twelve (12) months. The License for the entire Initial Term is granted, and the Software is made available, when the License Key is first issued to Licensee, whether or not the Initial Term is a committed term. Where the Initial Term is a committed term, Licensee is committed to the Fees for the entire Initial Term from the Effective Date, whether the Order provides for payment in a single amount or in instalments (including annual instalments). An instalment schedule is a payment term only and does not divide the License or the Initial Term into separate periods. If the Initial Term is a committed term and BullWall terminates this Agreement under Section 4.2

for Licensee's breach, all unpaid Fees for the remainder of the Initial Term shall become immediately due and payable.

4.5 Renewal. Where the Order provides for automatic renewal, at the end of the Initial Term this Agreement and the License shall renew automatically for successive periods of twelve (12) months (each, a "**Renewal Term**"), unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term. Licensee may give such notice to BullWall or to the Reseller. The License for each Renewal Term is granted when that Renewal Term begins, upon issue or extension of the License Key. The Fees for each Renewal Term shall be as set forth in the Order, including any price adjustment or index stated in the Order, or as otherwise agreed between Licensee and the Reseller. Where the Order does not provide for automatic renewal, the License ends at the end of the Initial Term, and Licensee may renew it by a new Order.

5. Warranties and Disclaimers

5.1 Warranties of Licensee. Licensee hereby represents and warrants to BullWall that (a) Licensee has all requisite power and authority, corporate and otherwise, to execute and perform this Agreement; (b) its execution and performance of its obligations and exercise of its rights under this Agreement will not violate any other agreement or other obligation by which it is bound; (c) it shall comply with all applicable Laws in exercising its rights and performing its obligations under this Agreement; and (d) neither Licensee or any of its Affiliates nor any officer, director, member, partner or employee thereof, nor any contractor or agent to whom or to which Licensee permits any access to the Software, is a Sanctions Target or a Prohibited User.

5.2 Warranties of BullWall. BullWall hereby represents and warrants to Licensee that (a) BullWall has all requisite power and authority, corporate and otherwise, to grant the License and otherwise execute and perform this Agreement; (b) BullWall's execution and performance of its obligations and exercise of its rights under this Agreement will not violate any other agreement or other obligation by which it is bound; and (c) for a period of ninety (90) days following the Effective Date, the Software, when used in compliance with this Agreement, will perform substantially in compliance with the Documentation (such warranty in clause (c), the "**Performance Warranty**"). If the Software does not comply with the Performance Warranty and Licensee notifies BullWall thereof within such ninety (90) day period, BullWall shall, at BullWall's option, (i) remedy the issue with the Software, (ii) replace the Software with software having substantially similar functionality, or (iii) terminate this Agreement and refund to Licensee, directly or through the Reseller, the Fees paid by Licensee for such non-compliant Software. Such warranty does not apply with respect to, and expressly excludes any defects and other issues resulting from, (A) modification of the Software by any Person other than BullWall or an Affiliate thereof; (B) use by Licensee (or any other Person using Licensee's License Key) in violation of this Agreement; (C) Licensee having failed to install the most current Upgrade(s) provided by BullWall, within thirty (30) days of receipt thereof; (D) abuse or misuse of the Software (other than by BullWall); (E) defects in, or failure, malfunction, degradation, restoration or incorrect or unauthorized installation or operation of, any technology or services not provided by BullWall; or (F) any Force Majeure Event (as defined below). THE REMEDIES SET FORTH IN THIS PARAGRAPH ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES AND SHALL CONSTITUTE BULLWALL'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THE PERFORMANCE WARRANTY.

5.3 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 5.2**, THE SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, BULLWALL MAKES NO, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, INCLUDING AS TO THE AVAILABILITY, SUITABILITY, OPERATION AND USE OF THE SOFTWARE, AND ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT, AND REPRESENTATIONS AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BULLWALL EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES THAT THE SOFTWARE (OR PERFORMANCE THEREOF) WILL BE UNINTERRUPTED, SECURE, OR FREE OF MALICIOUS CODE, ERRORS OR OTHER HARMFUL COMPONENTS OR THAT IT WILL DETECT OR ALERT LICENSEE TO ANY OR ALL INTRUSIONS, RANSOMWARE ATTACKS, OTHER MALICIOUS CODE ATTACKS OR ANY OTHER FORM OF CYBERATTACKS. THE FOREGOING DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6. Confidentiality

6.1 Confidential Information. Except as otherwise described in this Agreement, each Party shall treat as strictly confidential all trade secrets and other non-public or proprietary information, data and materials of the other Party and any of its Affiliates it receives or is given access to under this Agreement in any form, manner or media, including electronic, written and verbal (collectively, "**Confidential Information**"), using at least the same degree of care it employs to protect its own confidential information, and in no event less than reasonable care. Without limiting the generality of the foregoing, Confidential Information of BullWall includes all non-public information, data and materials contained within or otherwise relating to the Software (but, for clarity, not any User Data), and Licensee expressly agrees that the source code of the Software and other non-public information relating to the Software are trade secrets of BullWall and/or its Affiliates, that each and every component of such Confidential Information has been developed by or on behalf of BullWall and/or its Affiliates at significant expense and effort and is sufficiently secret to derive economic value from not being generally known by others, and that the protection and preservation of such Confidential Information provide BullWall and/or its Affiliates a competitive advantage in the markets in which they compete. Except as provided in the immediately prior sentence, Confidential Information will not include information, data or materials that: (a) the receiving Party can demonstrate are independently developed thereby without use of or referral to any confidential information, data or materials of the other Party or its Affiliates; (b) the receiving Party can demonstrate were lawfully received free of restriction from another source with the right to furnish such information, and other than as a result of its relationship with the receiving Party; (c) were known by the receiving Party prior to disclosure without an obligation of confidentiality, as evidenced by its business records; or (d) are or become generally available to the public other than as a result of the direct or indirect acts of the receiving Party or its Affiliates or any of their respective officers, directors, members, partners, employees, agents or representatives.

6.2 Non-Disclosure and Non-Use. The receiving Party shall not (a) use any Confidential Information for any purpose other than the performance of its obligations, or exercise of its rights expressly granted, under this Agreement, or (b) divulge any Confidential Information, without the other

Party's prior written consent, to any Person other than those officers, directors, members, partners, employees, agents and representatives of the receiving Party who need to know such Confidential Information to perform any of the receiving Party's obligations or exercise any of its rights under this Agreement. Each Party shall be responsible for compliance with all terms of this **Section 6** by all such Persons to whom or to which it permits access to the disclosing Party's Confidential Information.

6.3 Mandated Disclosure. Notwithstanding the foregoing, if disclosure of Confidential Information is mandated or requested by applicable Laws, or by an order of a court or other Governmental Authority, each of competent jurisdiction, then (a) if not so prohibited by applicable Law or by a Governmental Authority, the receiving Party shall promptly notify the other Party of such requirement, (b) if so requested by the other Party, the receiving Party shall use good faith efforts, in consultation with the other Party, to secure a protective order and/or other confidential treatment of the Confidential Information to be disclosed, and (c) the receiving Party shall furnish only that portion of the Confidential Information required or requested to be disclosed.

6.4 Notice. The receiving Party shall promptly notify the other Party of any actual or reasonably suspected unauthorized use of, access to or disclosure of the disclosing Party's Confidential Information, subject to any request by a Governmental Authority to withhold such notice, and the disclosing Party shall, at the receiving Party's reasonable expense, cooperate fully with the other Party to investigate, remedy or mitigate any losses or damages associated therewith.

6.5 Privacy and Data Security. To the extent applicable, the Parties shall comply with any and all applicable Data Protection Laws in exercising any rights or carrying out any obligations with respect to this Agreement. LICENSEE SHALL NOT, WITHOUT BULLWALL'S PRIOR WRITTEN CONSENT IN EACH INSTANCE, PROVIDE BULLWALL, WHETHER DIRECTLY OR THROUGH THE RESELLER, ACCESS TO ANY PERSONAL INFORMATION (AS DEFINED ABOVE) OTHER THAN SUCH BUSINESS CONTACT INFORMATION RELATING TO LICENSEE'S PERSONNEL AS IS REASONABLY NECESSARY FOR LICENSEE AND BULLWALL TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT ("**BUSINESS CONTACT INFORMATION**"). BullWall shall Process Business Contact Information solely for the purposes of: (a) providing the Software to Licensee and otherwise performing its obligations under this Agreement (and any other written agreements between BullWall and Licensee); (b) the furtherance of the Parties' business relationship; and (c) exercising its rights, and performing and complying with its obligations, arising under this Agreement and applicable Laws. BullWall shall implement and maintain throughout the term of this Agreement commercially reasonable technical, physical and administrative safeguards designed to protect the security, integrity and confidentiality of Business Contact Information, and shall Process Business Contact Information in compliance with BullWall's Privacy Policy available at www.helmsecurity.ai and applicable Data Protection Laws. As between BullWall and Licensee, Licensee shall otherwise bear all risks and responsibilities of compliance with all applicable Data Protection Laws and violations thereof in connection with the exercise of its rights under this Agreement, and Licensee represents, warrants, and covenants that it has the necessary rights to provide the Business Contact Information to BullWall for the purposes set forth in this Section. Licensee acknowledges that any support of the Software as BullWall may deliver may be provided from a country outside the United States, necessitating the receipt and transfer between or among Persons in multiple countries of Personal Information in the nature of Business Contact Information. NOTWITHSTANDING THE FOREGOING, LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE RESELLER AND LICENSEE'S THIRD PARTY

PROVIDERS HAVE, AND ARE IN ANY EVENT RESPONSIBLE FOR, THEIR OWN PRIVACY POLICIES AND PRACTICES, WHICH ARE NOT CONTROLLED BY BULLWALL OR ITS AFFILIATES, AND (II) BULLWALL MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS IN RESPECT OF USE BY THE RESELLER OR ANY OF LICENSEE'S THIRD PARTY PROVIDERS OF BUSINESS CONTACT INFORMATION OR OTHER PERSONAL INFORMATION.

7. Proprietary Rights

7.1 Ownership. Subject to the License granted under **Section 2.1** hereof, as between BullWall and Licensee, all rights, title and interest in and to the Software, including any and all Upgrades, all Confidential Information of BullWall, the trademarks and service marks "Helm", "Helm Ransomware Containment", "BullWall" and "Ransomware Containment" and the logos comprised of such words as may be displayed on BullWall's websites located at www.helmsecurity.ai and www.bullwall.com or in any Documentation from time to time (collectively, the "**BullWall Marks**") and all copyrights and other intellectual property rights in or to the foregoing (all of the foregoing, collectively, the "**BullWall Property**"), shall be and remain vested in BullWall (or its Affiliates or licensors of BullWall or its Affiliates, as applicable). Licensee acknowledges such exclusive ownership of and to the Software and other BullWall Property, and Licensee shall not at any time, directly or indirectly, (a) make any claim of ownership to the Software or other BullWall Property, (b) apply to register any BullWall Marks, any copyrights in the Software, or other BullWall Property, in any jurisdiction, (c) adopt, use or attempt to register in any jurisdiction any names, trademarks, service marks, logos, domain names or other terms confusingly similar to any BullWall Marks, or (d) otherwise do or cause to be done any act contesting, challenging or in any way impairing any of BullWall's (or its Affiliates' or licensors' of BullWall or its Affiliates) rights, title or interest in or to any BullWall Property.

Licensee specifically acknowledges that use of the Software as permitted under this Agreement will not vest in Licensee any rights, title or interest in the Software or other BullWall Property other than the License expressly granted herein. No provision of this Agreement shall be construed as granting to Licensee, or any other Person, a license to, or any other right in, the source code of the Software or any right to create any Upgrades of the Software.

7.2 Feedback. In the event Licensee provides to BullWall or its Affiliates (or any Person acting on behalf of BullWall or its Affiliates) any suggestions, comments or other feedback with respect to the Software (collectively, "**Feedback**"), Licensee hereby grants to BullWall and its Affiliates a perpetual, non-exclusive, royalty-free, fully paid-up, freely transferable, irrevocable, worldwide, license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit such Feedback in any manner and media now known or hereinafter devised. To the extent any of the rights, title and interest in and to any Feedback cannot, under applicable Laws, be licensed to BullWall and its Affiliates by Licensee as set forth above, Licensee hereby irrevocably waives and covenants never to sue or otherwise assert, in any manner, forum or jurisdiction, any such non-licensable rights, title and interest against BullWall, any Affiliates of BullWall, any successors in interest or assignees of BullWall or its Affiliates, or other Persons. Licensee acknowledges that BullWall and its Affiliates may utilize such Feedback in any manner, media or territory (now known or hereinafter devised) as BullWall or its Affiliates may, in their respective sole discretion, determine, without any obligation to obtain Licensee's approval thereof, provide attribution to Licensee, or pay to Licensee any royalties or other compensation. Licensee shall not provide BullWall or its Affiliates any Feedback (a) Licensee has reason to

believe is proprietary to any third party or otherwise subject to any intellectual property right or claim of any third party, or (b) subject to license terms that would require any BullWall product incorporating or derived from such Feedback, or other BullWall intellectual property, to be licensed to or otherwise shared with any third party.

7.3 Anonymized Technical Data. BullWall may collect certain data and information related to Licensee's use of the Software, such as Licensee's company name (as applicable), version of Software installed, number of users, run-up time, number of alert level max, error log, and Software settings (collectively, "**Technical Data**"). Technical Data will not contain any Personal Information. BullWall may retain, disclose and otherwise use Technical Data, and permit all BullWall Affiliates to use Technical Data, solely in an anonymized, aggregated manner, for such business purposes as BullWall or its Affiliates respectively deem appropriate, including improving their respective products and services and enabling, optimizing and providing maintenance and support to Licensee, if and as applicable. For clarity, Technical Data shall not be considered User Data.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS AS TO ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BULLWALL OR ANY OF ITS AFFILIATES OR RESELLERS OR ANY OF THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, LICENSORS, SUPPLIERS, CONTRACTORS, REPRESENTATIVES OR AGENTS OF BULLWALL OR ANY OF ITS AFFILIATES (COLLECTIVELY, THE "**BULLWALL PARTIES**"), OR LICENSEE OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "**LICENSEE PARTIES**"), BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, AGGRAVATED OR CONSEQUENTIAL DAMAGES (INCLUDING (A) DAMAGES FOR LOSS OF PROFITS, (B) LOSS OF REVENUE OR SAVINGS, (C) LOSS OF CONTRACTS, (D) LOSS OF OR CORRUPTION OF DATA, (E) INTERRUPTION OF BUSINESS, (F) FAILURE TO REALIZE EXPECTED SAVINGS, (G) TRADING LOSSES, (H) INVESTMENT LOSSES, OR (I) COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES AND THE LIKE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SOFTWARE OR ANY USER DATA, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE AGREES THAT IN NO EVENT SHALL BULLWALL OR OTHER BULLWALL PARTIES BE LIABLE, DIRECTLY OR INDIRECTLY, TO LICENSEE OR ANY OTHER PERSON FOR ANY DAMAGES OR LOSSES ARISING FROM OR RELATING TO ANY PROCESSING OR OTHER USE OR EXPLOITATION OF PERSONAL INFORMATION OF ANY LICENSEE PARTIES OR ANY OTHER PRIVACY POLICIES OR PRACTICES OF THE RESELLER OR LICENSEE'S THIRD PARTY PROVIDERS, OR FOR OTHER ACTS OR OMISSIONS OF ANY SUCH THIRD PARTY PROVIDERS. FURTHERMORE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF THE BULLWALL PARTIES COLLECTIVELY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE UNDER THE ORDER (THE "**GENERAL CAP**"), *EXCEPT THAT* THE AGGREGATE LIABILITY OF BULLWALL UNDER **SECTION 9.1.1** BELOW SHALL NOT EXCEED TWO (2) TIMES THE

GENERAL CAP (THE "**SUPER CAP**"). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO (A) DEATH OR INJURY CAUSED BY NEGLIGENCE, (B) ANY DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY BULLWALL PARTIES OR LICENSEE PARTIES, (C) FRAUD OR FRAUDULENT MISREPRESENTATION, (D) ANY FEES OR OTHER AMOUNTS PAYABLE BY LICENSEE HEREUNDER, (E) LICENSEE'S OBLIGATIONS UNDER **SECTION 9.2** BELOW, OR (F) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAWS.

9. Indemnification and Other Remedies

9.1 By BullWall.

9.1.1 Indemnification. BullWall shall defend, indemnify, and hold harmless the Licensee Parties from and against all costs, expenses, damages, losses, and other liabilities of any nature whatsoever, including reasonable legal fees and court costs (collectively, "**Losses**") incurred or suffered by any Licensee Parties in connection with any claim, demand, investigation, proceeding, or cause of action initiated by a third party alleging that the Software, or use thereof in accordance with the terms of this Agreement, infringes or otherwise violates any patents, copyrights, trade secrets and/or other intellectual property rights of any Person (each, an "**Infringement Claim**"), subject to the Super Cap; *provided, however*, that BullWall shall have no obligation under this **Section 9.1.1** to the extent any Infringement Claim is based upon (a) any modification of the Software by any Person other than BullWall or any Affiliate thereof, (b) the combination of the Software with any information, data or materials not provided to Licensee by BullWall under this Agreement, (c) any use of the Software by any Licensee Parties (or any other Person using Licensee's License Key) in violation of any terms or conditions of this Agreement, or (d) Licensee having failed to install the most current Upgrade(s) provided by BullWall, within thirty (30) days of receipt thereof. Licensee shall (i) notify BullWall of the Infringement Claim as soon as possible (and in any event within five (5) business days) after becoming aware of it, *provided that* no delay in notification thereof shall relieve BullWall's obligations under this paragraph unless such delay prejudices BullWall's ability to defend the Infringement Claim, (ii) allow BullWall sole conduct and control of all legal proceedings in connection with any Infringement Claim or the settlement or other compromise thereof, as applicable, and (iii) give BullWall (and any Person acting on behalf of or authorized by BullWall) all assistance with such defense of the Infringement Claim as BullWall may reasonably request, at BullWall's reasonable expense.

9.1.2 Other Remedies. In addition, in the event of any Infringement Claim or if the Software is held to violate, or in BullWall's opinion is likely to violate or be held to violate, any intellectual property rights of a third party, BullWall may, in its sole discretion and at its expense: (a) secure the right for Licensee to continue use of the Software in accordance with the terms of this Agreement; (b) replace or modify the Software such that BullWall believes it is no longer in violation of the applicable third party rights; or (c) terminate this Agreement immediately upon written notice to Licensee and, to the extent applicable, refund to Licensee any Fees paid by Licensee hereunder with respect to use of the Software following the effective date of termination.

9.1.3 Sole Remedies. THE REMEDIES SET FORTH IN THIS **SECTION 9.1** ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES AND SHALL CONSTITUTE BULLWALL'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY CLAIMS THAT THE SOFTWARE OR USE THEREOF INFRINGES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON.

9.2 By Licensee. Licensee shall indemnify and hold harmless the BullWall Parties from and against all Losses incurred or suffered by such BullWall Parties, arising out of, or in connection with, any claim, demand, investigation, proceeding, or cause of action initiated by a third party (each, a "**Third Party Claim**") based upon or arising out of (a) subject to BullWall's obligations under **Section 9.1.1**, any use of the Software by Licensee or any other Person utilizing Licensee's License Key, whether or not such use is authorized by Licensee (*but excluding* any such use by BullWall or its Affiliates); (b) Licensee's breach of this Agreement; and/or (c) the negligence, fraud or willful misconduct of Licensee. BullWall shall have discretion as to whether to defend such Third Party Claim or to request that Licensee do so. If BullWall opts to have Licensee defend the Third Party Claim, BullWall shall (i) notify Licensee of any such Third Party Claim as soon as possible (and in any event within five (5) business days) after becoming aware of it, *provided that* no delay in notification thereof shall relieve BullWall's obligations under this paragraph unless such delay prejudices Licensee's ability to defend the Third Party Claim (ii) allow Licensee sole conduct and control of all legal proceedings in connection with the Third Party Claim or the settlement or other compromise thereof, as applicable, *provided, however*, that Licensee shall not, without BullWall's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), agree to any judgment or enter into any settlement or other compromise that contains any admission of any wrongdoing by any BullWall Parties or otherwise adversely affects any interests of any BullWall Parties, and (iii) give Licensee (and any Person acting on behalf of or authorized by Licensee) all assistance with such defense of the Third Party Claim as Licensee may reasonably request, at Licensee's reasonable expense. If BullWall opts to defend the Third Party Claim, (A) BullWall shall have sole conduct and control of all legal proceedings in connection with the Third Party Claim or the settlement or other compromise thereof, as applicable, (B) BullWall shall provide Licensee reasonable notice of such Third Party Claim, and (C) Licensee shall provide to BullWall (and any Person acting on behalf of or authorized by BullWall) all assistance with the defense of the Third Party Claim as BullWall may reasonably request, at Licensee's expense.

10. Force Majeure

If the performance of this Agreement by either Party (except with respect to any payments owed hereunder) is prevented, hindered, delayed or otherwise made impracticable by reason of any cause beyond a Party's reasonable control, including any flood, riot, act of terrorism (cyber or physical), pandemic, war, fire, earthquake, delay or failure by any third party service provider, national or regional emergency in any applicable country or region, or act or inaction of any Governmental Authority (each, a "**Force Majeure Event**"), that Party shall be excused from such performance to the extent, including for the duration of time, that it is prevented, hindered or delayed by such Force Majeure Event.

11. Notices

Except as otherwise expressly provided herein, all notices hereunder: (a) shall be in writing; (b) may be delivered by hand or by any internationally recognized private courier (e.g., Federal Express, UPS, DHL) or sent via e-mail; (c) shall be effective on the date of delivery to the

addressee, *except that* notices sent via e-mail shall be effective only upon confirmation of receipt by the addressee; and (d) shall be addressed as follows:

if to BullWall:

BullWall Ltd
Salisbury House, 5th Floor,
London Wall,
London
EC2M 5QQ,
England
Main: +44 2035 147191, +45 38 401 401
legal@bullwall.com; and

if to Licensee, to such address of which Licensee notifies BullWall; or to such other address or addresses as may hereafter be specified by notice given by one Party to the other.

12. Entire Agreement and Amendments

12.1 This Agreement, including those portions of the Order incorporated herein, constitutes the entire understanding between the Parties, and supersedes all prior representations, agreements, negotiations and discussions between the Parties, with respect to the subject matter hereof.

12.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("**Representation**") other than as expressly set out in this Agreement.

12.3 Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.

12.4 This Agreement may be modified, supplemented or otherwise amended by the Parties only by an instrument in writing signed on behalf of a duly authorized representative of each Party.

13. Binding Provisions/Third Party Beneficiaries

13.1 This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns.

13.2 The Parties agree that, except as expressly set forth in this Agreement, no provision of this Agreement is intended, expressly or by implication, to purport to confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date) and any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this agreement

14. Relationship

Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties, and neither Party is granted herein or shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

15. Assignment

Licensee shall not assign or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement without the prior written consent of BullWall, such consent not to be unreasonably withheld, *provided that* Licensee may, without obtaining BullWall's prior written consent, assign this Agreement upon written notice to BullWall to any Person acquiring all of the equity interests or all or substantially all of the assets of Licensee. Any attempt to assign this Agreement in violation of the foregoing shall be void. BullWall may assign or otherwise transfer this Agreement in BullWall's sole discretion.

16. Separability of Provisions

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible under applicable Laws.

17. Waiver

The failure of a Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by an authorized representative of the Party granting the waiver.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Remedies Not Exclusive

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

20. United Nations Convention on Contracts for the International Sale of Goods and UCITA Not Applicable

This Agreement and the transactions contemplated herein are not subject to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws), as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

21. Interpretation

References to sections are to sections of this Agreement, unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of

this Agreement. The singular number shall include the plural, and vice versa. Any use of “it” or “its” shall be construed to mean, his, her, their or its, as applicable. Any use of the word “including” will be interpreted to mean “including, but not limited to,” unless otherwise indicated.

References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its heirs, administrators, legal representatives, successors in interest and permitted assigns, as applicable. The Parties intend that this Agreement should not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation or drafting of this Agreement. In the event of any conflict between the provisions of the main body of this Agreement and any Order, the provisions set forth in the main body of this Agreement shall prevail unless otherwise expressly stated in the relevant Order.

22. Equitable Relief

BullWall acknowledges and agrees that its violation of its obligations or any rights of Licensee under **Section 6** may cause irreparable harm to Licensee, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach by BullWall of **Section 6**, Licensee shall be entitled to seek injunctive and other equitable relief, without the necessity of proving monetary damages or posting a bond or other security. Licensee acknowledges and agrees that the violation of its obligations or any rights of BullWall under **Sections 2, 4.3, 6** and/or **7** may cause irreparable harm BullWall, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach by Licensee of **Sections 2, 4.3, 6** and/or **7**, BullWall shall be entitled to seek injunctive and other equitable relief, without the necessity of proving monetary damages or posting a bond or other security. Any such equitable relief granted shall be without prejudice to any other rights and remedies as a Party may have under this Agreement.

23. Escalation

In the event a Party has any dispute relating to this Agreement and/or the Software, it shall notify the other Party thereof and the Parties shall use good faith efforts to amicably resolve such matter between them. Neither Party shall seek judicial resolution of any dispute hereunder unless the Parties fail to resolve the matter amicably within thirty (30) days following a Party’s notification to the other Party of such dispute.

24. Governing Law and Jurisdiction

24.1 The validity and effectiveness of this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed and enforced in accordance with, the Laws of England and Wales, without giving effect to the provisions, policies or principles relating to choice or conflict of Laws.

24.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).