

SKOUT END USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT (THIS “EULA”) IS A LEGAL CONTRACT BETWEEN YOU, AS EITHER AN INDIVIDUAL OR AN ENTITY (AS DEFINED BELOW), AND SKOUT SECURE INTELLIGENCE, LLC D/B/A SKOUT CYBERSECURITY (“SKOUT”) AND ITS AFFILIATES AND SUBSIDIARIES.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE COPYING INSTALLING, OR OTHERWISE ACCESSING OR USING SKOUT’S PROPRIETARY SOFTWARE (THE “SOFTWARE”).

THE SOFTWARE IS LICENSED, NOT SOLD. BY COPYING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, OR EDUCATION INSTITUTION, OR AN AGENCY, INSTRUMENTALITY OR DEPARTMENT OF GOVERNMENT (AN “ENTITY”) AS ITS AUTHORIZED LEGAL REPRESENTATIVE, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND REFERENCES TO “YOU” HEREIN REFER TO BOTH YOU, THE INDIVIDUAL END USER, AND THE ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT.

IF YOU ACQUIRED THE SOFTWARE FROM A THIRD-PARTY RESELLER OR MANAGED SERVICE PROVIDER, YOU ACKNOWLEDGE AND AGREE THAT THIS EULA INCLUDES THE CUSTOMER AGREEMENT BETWEEN YOU AND SUCH THIRD-PARTY RESELLER OR MANAGED SERVICES PROVIDED. IF ANY PROVISION OF THE CUSTOMER AGREEMENT DIRECTLY CONFLICTS WITH, OR EXPRESSLY SUPERSEDES ANY TERMS WITHIN THE MAIN BODY OF THIS EULA, THEN THE PROVISIONS OF THIS EULA SHALL GOVERN YOUR USE OF THE SERVICES.

IF AT ANY TIME YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EULA, YOU MUST CLICK THE “I DO NOT ACCEPT” OR SIMILAR BUTTON, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS (IF APPLICABLE), IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE, AND DELETE ANY COPIES YOU MAY HAVE. THIS EULA, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND SKOUT CONCERNING THE SOFTWARE, AND THIS EULA SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH SKOUT RELATING TO THE SOFTWARE, WHETHER ORALLY OR IN WRITING.

BY ACCESSING OR USING THE SOFTWARE, YOU CONFIRM THAT (1) YOU HAVE READ THIS EULA, (2) YOU AND ANY ORGANIZATION OR ENTITY ON WHOSE BEHALF YOU ARE ENTERING IN TO THIS EULA AND/OR USING THE SOFTWARE, ACCEPT THE TERMS OF THIS EULA, AND (3) IF YOU ARE AN INDIVIDUAL, THAT YOU ARE AN EMPLOYEE OR AGENT OF THE ORGANIZATION OR ENTITY ON WHOSE BEHALF YOU ARE ACTING, AND HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF SUCH ORGANIZATION OR ENTITY.

1. DEFINITIONS

1.1 “Applicable Law” means the Data Protection Laws and any other applicable laws, rules and regulations.

1.2 “Customer” means You, as the end-customer of SKOUT that has signed up for the Services

through an MSP.

1.3 “Customer Agreement” means an agreement for managed services between the MSP and Customer that contains terms and conditions substantially in conformity with those set forth herein.

1.4 “Customer Personal Data” means any Customer Data that is personal data (as defined under the applicable Data Protection Laws).

1.5 “Data Protection Laws” if applicable, means all data protection and privacy laws, rules and regulations applicable to a party and binding on that party in the performance of its obligations under this EULA, including, where applicable, EC Directive 2002/58/EC and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

1.6 “Documentation” if applicable, means guides, instructions, policies and reference materials provided to Customer by SKOUT in connection with the Services and Software.

1.7 “End User License Agreement” means the then-current terms and conditions contained in the SKOUT EULA which governs Customer’s license, access and of the Services, located at www.getskout/partners/EULA. No changes may be made to the SKOUT EULA unless expressly approved in writing by SKOUT.

1.8 “Intellectual Property Rights” means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

1.9 “MSP” means a person or business entity that is authorized by SKOUT to resell and license access to the Services to Customer. MSP also includes those managed services providers who are authorized by SKOUT to resell, license and manage access to the Services to and for Customer.

1.10 “Performance Data” means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Customer, including any performance, analytics or statistical data, that SKOUT may collect from time to time.

1.11 “Pricing” means the pricing quoted to Customer by MSP on the Sales Order Documentation (as defined below).

1.12 “Services” means the SKOUT cyber security monitoring services and related Software (as defined herein) that is ordered by or made available to Customers as set forth in each applicable Customer Agreement. The Services being purchased are specified in a physical, electronic or

online sales order (“**Sales Order**”), statement of work (“**SOW**”) or purchase order (“**Purchase Order**”) that has been executed (or, if online, accepted pursuant to an online order process) which references this Agreement (collectively, “**Sales Order Documentation**”).

1.13 “Software” means (i) SKOUT proprietary software, and (ii) open source software used by SKOUT in providing the Services.

1.14 “Term” means the term indicated on the Sales Order Documentation, including any subsequent renewal terms.

2. CUSTOMER RESPONSIBILITIES AND USE RIGHTS

2.1 The Services are subject to modification from time to time at SKOUT’s sole discretion. SKOUT reserves the right to suspend Customer’s access to the Services immediately: (a) in the event that Customer breaches Sections 3, 5 or 6 of this EULA, or breaches any other provision of this EULA and fails to correct that breach within the applicable cure period; or (b) as it deems reasonably necessary to respond to any actual or potential security or availability concern that may affect Customer.

2.2 Customer may only use the Services in accordance with the Documentation and as explicitly set forth in this EULA. Customer will cooperate with SKOUT in connection with the performance of this EULA as may be necessary, which may include making available such personnel and information as may be reasonably required to provide the Services or support. Customer is solely responsible for determining whether the Services are sufficient for its purposes, including but not limited to, whether the Services satisfy Customer’s legal and/or regulatory requirements.

2.3 Customer will provide SKOUT with the cooperation, access and detailed information that is necessary for SKOUT to implement and deliver the Services, including (i) access and test time on Customer’s computer systems and networks sufficient for SKOUT to provide the Services and (ii) access to such employees who have substantial computer system and network and project management experience reasonably satisfactory to SKOUT to act as project manager and as liaison between Customer and SKOUT. Further, it is Customer’s responsibility to ensure that all security log data is sent to SKOUT in real-time and is operational. Except for equipment owned, leased or otherwise controlled by Customer, Customer will return to SKOUT any equipment or hardware provided or utilized by SKOUT to Customer in connection with the performance of the Services upon the expiration or termination of this EULA. If such equipment is not returned by Customer, Customer will be responsible for the then-current replacement cost thereof.

2.4 Customer shall not provide any infringing, offensive, fraudulent or illegal content in connection with the Services, and Customer represents and warrants that any content it provides will not violate any Intellectual Property Rights of any third party. SKOUT reserves the right, in its sole discretion, to delete or disable any content submitted by Customer that may be infringing, offensive, fraudulent or illegal.

2.5 Customer’s use of third-party products or services that are not licensed to Customer directly by SKOUT (“Third-Party Services”) shall be governed solely by the terms and conditions

applicable to such Third-Party Services, as agreed to between Customer and the third party. SKOUT does not endorse or support, is not responsible for, and disclaims all liability with respect to Third Party Services, including without limitation, the privacy practices, data security processes or other policies related to Third-Party Services. Customer agrees to waive any claim against SKOUT with respect to any Third-Party Services.

2.6 Customer acknowledges that the Services will require Customer to share with SKOUT through the MSP certain information which may include personal information regarding Customers (such as usernames, email address and/or phone number) solely for the purposes of providing and improving the Services. Customer is fully responsible for providing their consent, in accordance with Applicable Law, to the use of their information by SKOUT, which use is described in SKOUT's Privacy Notice, located at www.getskout/partners/Privacy/Notice.

3. RESTRICTIONS

Customer will not itself, nor permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Software, or any data related to the Services (except to the extent such prohibition is contrary to Applicable Law that cannot be excluded by the EULA of the parties); modify, translate, or create derivative works based on the Services or Software; share, rent, lease, loan, resell, sublicense, distribute, use or otherwise transfer the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use, except as expressly provided in an applicable Sales Order Documentation; or use the Services or Software other than in accordance with this EULA and in compliance with Applicable Law.

4. PAYMENT

Payment of fees for the Services is solely between Customer and MSP. Notwithstanding the foregoing, Customer acknowledges that if any payments owed by MSP to SKOUT for the Services, with respect to Customer, are thirty (30) or more days overdue, SKOUT may, without limiting its other rights and remedies, suspend the Services after using commercially reasonable efforts to notify Customer of such overdue payment obligations.

5. CONFIDENTIALITY

5.1 The term "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and customer information (including Customer Personal Data); and/or pricing, forecasts, strategies and product development plans. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

5.2 The Receiving Party agrees: (a) not to disclose Confidential Information to any third person other than those of its employees, contractors, advisors, investors and potential acquirers (“Representatives”) with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party’s Confidential Information, and (b) to use such Confidential Information solely as reasonably required in connection with the Services and/or this EULA. Each party agrees to be responsible for any breach of this EULA caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (ii) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party; or (iii) was rightfully disclosed to Receiving Party without restriction by a third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this EULA will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party (or MSP) reasonable prior notice to contest such disclosure. For the avoidance of doubt, Customer acknowledges that SKOUT utilizes the services of, and Customer may request additional services from, certain third parties in connection with SKOUT’s provision of the Services (such as data hosting providers and Customer’s Third-Party Services providers) and such Third Parties will have access to Customer’s Confidential Information, including Customer Data, in accordance with this Agreement. The parties agree that Performance Data is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.

6. INTELLECTUAL PROPERTY

Except as expressly set forth herein, SKOUT alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Services and/or the Software, which are hereby assigned to SKOUT. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this EULA. As between the parties, SKOUT owns all Performance Data. This EULA is not a sale and does not convey to Customer any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

7. DATA PROTECTION

7.1 In this Section 7, the terms “personal data,” “data processor,” “data subject,” “process and processing” and “data controller” shall be as defined in the applicable Data Protection Laws. For the purposes of the Data Protection Laws, as between Customer and SKOUT, the parties agree that Customer shall at all times be the data controller and SKOUT shall be the data processor with respect to the processing of Customer Personal Data in connection with Customer’s use of the Services. Solely if and to the extent SKOUT is processing personal data, as defined in the General Data Protection Regulation, on Customer’s behalf, then the terms of the data processing

addendum (“DPA”) available at www.getskout.com/partners/DPA and shall apply to such processing and are incorporated into this EULA.

7.2 Customer may enable integrations between the Services and certain of its Third-Party Services (each, an “Integration”). By enabling an Integration between the Services and its Third-Party Services, Customer is expressly instructing SKOUT to share the Customer Personal Data necessary to facilitate the Integration. Customer is responsible for providing any and all instructions to the Third-Party Service provider about the use and protection of Customer Personal Data. SKOUT and Third-Party Service providers are not subprocessors of each other.

7.3 As the data controller of Customer Personal Data, Customer represents and warrants to SKOUT that its provision of personal data to SKOUT and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws.

7.4 In accordance with applicable Data Protection Laws, SKOUT shall take all commercially reasonable measures to protect the security and confidentiality of Customer Personal Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties. SKOUT will provide Customer with its security policy, upon request, that sets forth the technical specifications and the detailed measures taken to protect the security and confidentiality of Customer Personal Data.

8. INDEMNIFICATION

8.1 SKOUT Indemnity. SKOUT agrees to defend or, at its option, to settle, any third-party claim (a “Claim”) brought against Customer relating to any infringement of a registered patent, copyright, or trade secret enforceable in the United States by the Services, as used within the scope of this Agreement. If the Services are, or in SkOUT’s opinion might be, held to infringe as set forth above, SkOUT may, at its sole option and expense, procure Customer the right to use the Services or replace or modify the Services to avoid infringement.

8.2 Customer Indemnity. Customer will defend, indemnify and hold harmless SKOUT, its Affiliates and their officers, directors, employees and agents from and against any claims, actions, suits or proceedings brought against SKOUT from or related to the use of the Services, except to the extent such claim is covered by the indemnification obligation of SKOUT set forth in Section 8.1.

8.3 Indemnification Procedures. The indemnified party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party.

This Section 8 states each party’s exclusive remedies for any third-party claim or action, and nothing in this EULA or elsewhere will obligate either party to provide any greater indemnity to the other.

9. TERM; TERMINATION

9.1 The Term for the Services will be set forth in the Sales Order Documentation. Subject to earlier termination by SKOUT as expressly provided for in this EULA, this EULA shall remain in place so long as Customer is utilizing the Services and until all Sales Order Documentation related to the Services have expired or have been terminated as provided herein.

9.2 In the event of any material breach of this EULA by Customer, SKOUT may terminate this EULA prior to the end of the Term by giving thirty (30) days prior written notice to Customer; provided, however, that this EULA will not terminate if Customer has cured the breach prior to the expiration of such thirty (30) day period.

9.3 SKOUT may terminate this EULA immediately, without notice, (a) upon the institution or if a petition is filed, notice is given, a resolution is passed or an order is made, in each case by or against the other party under Applicable Law relating to insolvency, administration, liquidation, receivership, bankruptcy or any other winding up proceedings, (b) upon the other party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors, (c) upon the other party's dissolution or ceasing, or threatening to cease to do business or (d) if any event occurs, or proceeding is instituted, with respect to the other party that has the equivalent or similar effect to any of the events mentioned in Section 9.3(a) through (c).

9.4 The Sections of this EULA which by their nature should survive termination or expiration of this Agreement, will survive termination or expiration of this Agreement. No refund of invoices shall be due in any amount on account of termination by SKOUT pursuant to this Section 9.

10. WARRANTIES AND DISCLAIMER OF ADDITIONAL WARRANTIES

10.1 Each party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; and (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement.

10.2 SKOUT warrants to Customer that the Services shall be performed in a professional manner consistent with work generally found in SKOUT's industry by qualified personnel.

10.3 Customer represents and warrants to SKOUT that: (a) Customer will use the Services for Customer's internal security purposes only, and will not, for itself, any affiliate of Customer or any third party: (i) sell, rent, license, assign, distribute, or transfer any of the work product related to the Services; (ii) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software utilized in the Services; (iii) copy any Software or related Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of SKOUT or its suppliers); or (iv) remove from any Software, Documentation, equipment or hardware provided by SKOUT in performance of the Services ("Equipment") any language or designation indicating the confidential nature thereof or the proprietary rights of SKOUT or its suppliers; (b) Customer will not, and will not permit third parties to, (i) use any Software or

Equipment on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (ii) alter any aspect of any Software or Equipment, except as expressly permitted under this Agreement; or (iii) except as may otherwise be permitted in this Agreement, assign, transfer, distribute, or otherwise provide access to any of the Services or Software to any third party or otherwise use any Services or Software with or for the benefit of any third party.

10.4 SKOUT shall not be liable for any failure to perform the Services contemplated hereunder to the extent such failure results from Customer's refusal to permit (a) the necessary access to Customer, (b) the necessary cooperation and access to its licensed third party products or service providers, or (c) other such necessary cooperation, access or information as required by Section 2 above. SKOUT shall not be accountable for any performance delays caused by the failure of Customer to timely provide such data, access, information or feedback required to perform the Services contemplated hereunder. In such event, estimated timetables shall be extended as necessary and fees may be incurred as a result of such delays upon mutual written EULA of the parties.

10.5 Certain Services that SKOUT performs follow a defined methodology, rather than being driven by a specific end result or deliverable. Accordingly, except as provided herein or in Sales Order Documentation, SKOUT cannot guarantee the outcome of its testing, assessment, forensics, or remediation methods as all such methods have limitations including but not limited to: (a) results produced may differ from initial Customer expectation; (b) missing certain compliance gaps; and (c) missing certain security gaps. SKOUT cannot guarantee that every system weakness, security issue or vulnerability will be discovered during the performance of the contracted engagement. SKOUT utilizes signatures, correlations, and anomalies that are reviewed by analysts and filtered through automation and systems to identify active threats in an efficient and effective manner. Customer acknowledges and accepts that limitations and inherent risks exist from approaches used by SKOUT to deliver the Services.

10.6 Customer understands that SKOUT may use various methods and software tools to probe any or all systems, networks, software, applications, websites, or other information technology assets ("IT Assets") designated by Customer for security-related information and/or to detect actual or potential security flaws and vulnerabilities. Customer authorizes SKOUT to perform any and all such Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services or as otherwise approved by Customer from time to time) on the IT Assets identified by Customer. Customer represents that it owns the IT Assets on which it has requested and authorized SKOUT to perform the Services and warrants that the information provided by Customer such as the IP address of the IT assets, are accurate for the performance of such Services. Customer further represents that, if Customer does not own the IT Assets on which Customer has requested and authorized SKOUT to perform its Services, Customer will have obtained the requisite consent and authorization from the applicable third party, in form and substance satisfactory to SKOUT, to permit SKOUT to provide the Services and warrants that Customer has no basis to believe that the Services to be performed by on the third-party IT Assets will result in harm to the third-party. SKOUT will not be liable in any manner in the event Customer hasn't obtained the necessary consent and authorization from the applicable third party. Customer further acknowledges that the Services described herein could possibly result in temporary service interruptions or degradation of the Customer's IT Assets and Customer accepts those risks and consequences. Though not anticipated, Customer further agrees that it is the

Customer's responsibility to restore any IT Assets, with the reasonable assistance of SKOUT, if the designated IT Assets experience an outage, performance failure or interruption, or other malfunction resulting from SKOUT's Services and testing. Notwithstanding the foregoing, SKOUT will obtain prior approval from Customer regarding the timing of the Services to be performed by SKOUT in an effort to perform such Services during a window of time convenient for Customer and to minimize any disruption to Customer's business. SKOUT will keep Customer informed of any issues that occur during the course of performing SKOUT's Services on the designated IT Assets and will be available to assist Customer in responding to or mitigating such issues, excluding the restoration to Customer's computer systems as agreed above.

10.7 The obligations of SKOUT under this EULA are dependent on SKOUT's ability to connect directly to the designated IT Assets on the Customer's network (or the network on which the IT Assets reside) from SKOUT's secure intelligence center. If and to the extent that SKOUT is required to connect to Customer devices via VPN or other non-standard means, then to the extent that SKOUT is required to make additions, modifications, or changes to or otherwise access such devices in connection with any incident response or help desk request, SKOUT (i) can make no guarantees or give any assurances of compliance other than those contained herein, and (ii) shall have no responsibility or liability for any failure to perform or delay in performing its obligations or meeting its agreements hereunder to the extent such failure or delay is caused by such indirect access.

10.8 Customer understands that, although SKOUT's Services may discuss or relate to legal issues, SKOUT does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written summaries or reports provided by SKOUT in connection with any Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer's legal or regulatory compliance. Customer understands that SKOUT's Services do not constitute any guarantee or assurance that the security of Customer's IT Assets cannot be breached or at are not at risk of attack. Furthermore, SKOUT is not responsible for updating its reports and assessments in light of subsequent changes to Customer's IT Assets after the date of any report issued by SKOUT in connection with the Services.

10.9 EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 10, THE SERVICES AND SKOUT CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS EULA ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. SKOUT HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, ANY WARRANTY OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 EXCLUSIONS FROM DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SKOUT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, OR LOSS OF OR CORRUPTION OF DATA, HOWEVER CAUSED AND

WHETHER ARISING UNDER CONTRACT OR TORT OR OTHERWISE, INCLUDING NEGLIGENCE, (INCLUDING ANY LOSS OR DAMAGE RELATED TO ANY THIRD PARTY SOFTWARE), EVEN IF SKOUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Damages Cap. With the exception of breaches to Section 3, Section 5, or either party's indemnification obligations hereunder, to the maximum extent permitted under applicable law, each party's total aggregate liability in respect of all causes of action and claims arising out of or in connection with this EULA (whether for breach of contract, strict liability, tort (including negligence or product liability), misrepresentation or otherwise) shall not exceed the amounts paid by Customer to MSP during the period of twelve (12) months prior to the date of the event or series of connected events that first gave rise to the relevant action or claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11.3 Essential Basis. The parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this EULA and the allocation of risk herein form an essential basis of the bargain between the parties, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this EULA, including the economic terms, would be substantially different and without which SKOUT would not have entered into this EULA.

12. GOVERNMENT MATTERS

12.1 Export. Notwithstanding anything else in this Agreement, Customer may not use, or provide to any person or export or re-export or allow the export or re-export of, the Services or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury 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. Customer shall not access or use the Services in a U.S. embargoed country.

12.2 Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any SKOUT employee or agent in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will promptly notify SKOUT.

13. MISCELLANEOUS

13.1 Severability. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable.

13.2 Assignment. This EULA is not assignable, transferable or sublicensable by Customer except with SKOUT's prior written consent, which shall not be unreasonably withheld. SKOUT may transfer and assign any of its rights and obligations under this Agreement. This EULA shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

13.3 Third Party Beneficiaries. By accessing the Services, Customer expressly agrees that SKOUT shall have the benefit of and right to enforce this EULA against Customer, irrespective of Customer's agreements with any MSP. Except for SKOUT's own benefit, nothing in this EULA shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this EULA. No entities other than SKOUT and Customer may terminate, rescind or agree to any modification, waiver or settlement with respect to this EULA.

13.4 Entire Agreement; Amendment. Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this EULA. All waivers, amendments and modifications must be in writing signed by the party against whom the waiver, amendment or modification is to be enforced; however, there will be no force or effect given to any different or additional terms contained in any purchase order or other vendor form issued by Customer, even if signed by SKOUT after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this EULA and Customer does not have any authority of any kind to bind SKOUT in any respect whatsoever.

13.5 Notices. Legal notices under this EULA must be in writing and sent by postage prepaid first-class mail or receipted courier service at the address below or to such other address (including facsimile or electronic) as specified in writing and will be effective upon receipt: SKOUT CYBERSECURITY: Attn: Chief Executive Officer, 270 South Service Road, Suite 55, Melville, NY 11747-2339. This Section 13.5 shall apply for formal contract notices only and shall not limit the ability for Customer and MSP to communicate via electronic mail or other methods as agreed to by the parties for routine communications.

13.6 Force Majeure. Any delay or failure in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this EULA if such delay or failure is due to a labor dispute, fire, earthquake, flood or any other event beyond the reasonable control of a party, provided that such party promptly notifies the other party thereof and uses reasonable efforts to resume performance as soon as possible.

13.7 Dispute Resolution. The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this EULA or the Services hereunder (a "**Dispute**") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

13.8 Venue; Prevailing Party. The federal and state courts located in the Eastern and Southern Districts of New York, New York, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this EULA. Notwithstanding the foregoing, each party shall have the right to commence and prosecute any action for injunctive relief before any court of competent jurisdiction. In any arbitration, action or proceeding to enforce rights under this EULA, the prevailing party will be entitled to recover costs and attorneys' fees.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this EULA to be duly executed and effective as of the Effective Date.

SKOUT SECURE INTELLIGENCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____