

Terms and Conditions

These Terms and Conditions (“**Terms**”) are made part of the Agreement between ThreatLocker, Inc. (“**Company**”) and the client listed in the Order (hereinafter “**Enterprise Partner**”) which references these Terms and Conditions (“**Agreement**”). These Terms and Conditions will govern the sale and services of any Licensed Product(s) purchased by Enterprise Partner from the Company as described in any Order. Any terms not defined herein shall have the meaning given to them in the applicable Order. Hereinafter either party to this Agreement may be referred to individually as “**Party**” or collectively as “**Parties**.”

1. **DEFINITIONS.** As used in this Agreement:

1.1 “**Agreement or Enterprise License Agreement**” shall mean the Agreement which shall be comprised of the Order, these Terms and any attachments included thereto as a whole.

1.2 “**Authorized User or End User**” shall mean any individual or entity authorized by virtue of such individual’s relationship to the Enterprise Partner, including but not limited to employees, agents, and independent contractors of whom Enterprise Partner authorizes to use the Licensed Product, support Services and documentation solely for use by the End User and its Authorized Users for its intended purpose, in accordance with the specifications set forth in any Documentation included with the Agreement and the End User License.

1.3 “**Authorized Device**” means a server, partition, computer, or any other virtual or otherwise emulated hardware system controlled by or owned by Enterprise Partner that meets the requirements for operation of the Software as identified in the Software Documentation. Each Authorized Device, including its operating system, must be of a type on which the Software is designed to be used. If the Software license is subject to any quantity or Seat restrictions, Enterprise Partner is authorized to maintain the Software on the number of Authorized Devices as set forth in the applicable Invoice.

1.4 “**End User License**” shall mean the license agreement between Company and an End User issued by the Company to End User for the use of the Licensed Product.

1.4 “**Fees**” means, collectively, any License Fees, Services Fees, or any other Fee associated with the provision of the Licensed Product and or the Services.

1.5 “**Intellectual Property Rights**” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and any other proprietary rights recognized by the laws of any country.

1.6 “**Invoice**” means any statement of charges issued by Company.

1.7 “**Licensed Product**” means the software or cloud-based services described in an Order, and any modified, updated, or enhanced versions of such software or services that Company may make available to Enterprise Partner and End Users pursuant to this Agreement.

1.8 “**Order**” means the document signed by an authorized representative of each Party that references these Terms and identifies the specific Licensed Products to be made available by Company, the deployment schedule for such Licensed Products and fees to be paid by Enterprise Partner to the Company.

1.9 “**Services**” means implementation services, training services, technical support services, or other customized services, provided by Company.

1.10 “**Seats or Endpoints**” means individual devices with a unique user identification that can utilize or be managed by the Software including, but not limited to, those individuals that are designated by Enterprise Partner.

1.11 “**Subscription Fees**” means the fees paid to Company for subscription licenses.

1.12 “**User Documentation**” means the documents made available to the Enterprise Partner by the Company in digital and print media which provides a description of the services and features to facilitate the use and training of the Licensed Product.

2. LICENSES AND DELIVERY.

2.1 **Licensed Product and User Documentation.** Subject to the terms and provisions of this Agreement, including Enterprise Partner’s payment obligations, Company hereby grants to Enterprise Partner, and Enterprise Partner hereby accepts, a limited non-exclusive, non-transferable, non-assignable, and worldwide license for the License Term as reflected in the applicable Order to (i) install the Licensed Product in the quantities and/or Seats on Authorized Devices as set forth in the applicable Invoice, (ii) use the Licensed Product only for Enterprise Partner’s internal business purposes in its normal course of business, and (iii) use the Licensed Product and the User Documentation to support the use of the Licensed Product and to conduct internal training for Enterprise Partner’s employees and personnel.

2.2 **License Restrictions.** Enterprise Partner acknowledges that the Licensed Product may contain valuable trade secrets of Company and its suppliers. Accordingly, Enterprise Partner agrees not to modify, adapt, integrate into a package, or alter the Licensed Product. Enterprise Partner specifically agrees to limit the use of the Licensed Product, Services (if any), and Documentation to those specifically granted in this Agreement. Without limiting the foregoing, Enterprise Partner specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Licensed Product; (iii) remove any of Company’s, or its vendors’, copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Enterprise Partner’s use of the Licensed Product which are encoded into the Licensed Product; (v) use the Licensed Product (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (e) such that the total number of Seats are not in excess of the total Seats allocated to Enterprise Partner as reflected in the applicable Invoice; (vi) file copyright or patent applications that include the Licensed Product or any portion thereof; (vii) make any Enterprise Partner copies of the Licensed Product except with the prior written approval of Company and for nonproductive backup purpose only.

2.3 **Transfers of the Software.** Transfers of the Licensed Product are not permitted except in the case where: (a) Enterprise Partner is in receipt of a prior written consent of Company, which may be withheld by Company in Company’s sole discretion; (b) Enterprise Partner has paid any additional fee which Company may charge Enterprise Partner

in Company's sole discretion; (c) Enterprise Partner transfers the most recent production release of the Licensed Product, including any and all updates to the Licensed Product; and (d) the Licensed Product is removed from the Authorized Device from which it was transferred.

2.4 Licensed Product Delivery and Installation. Upon payment of the License Fee by the Enterprise Partner, Company shall deliver a link, key or otherwise to make the current version of the Licensed Product available to the Enterprise Partner. Whether by providing an electronic download, physical distribution, or any other form of conveyance, the Licensed Product shall be deemed delivered once it is made available to Enterprise Partner. Enterprise Partner shall be responsible for installation of the Licensed Product on an Authorized Device. The Enterprise Partner may also access and utilize any Documentation related to the Licensed Product delivered under the terms of the Agreement.

3.0 OWNERSHIP OF LICENSED PRODUCT AND INTELLECTUAL PROPERTY.

3.1 The Licensed Product, User Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Company and its suppliers. All rights in and to the Licensed Product not expressly granted to Enterprise Partner in this Agreement are reserved by Company and its suppliers. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Company's existing or future patents; Company agrees that it will not assert any of its rights under such patents against Enterprise Partner based upon Enterprise Partner's use of the Licensed Product as permitted by the Agreement.

3.2 Relationship with End Users.

(a) Enterprise Partner will immediately notify Company if Enterprise Partner becomes aware of any breach by End User or Authorized User.

(b) Enterprise Partner agrees to cooperate and assist Company in any action or effort to remedy or correct such End User breach.

(c) Upon the termination or expiration, Enterprise Partner shall collect and return to Company any Licensed Product and User Documentation in such End User or Authorized User's possession or control.

4. SUPPORT. The Company will provide the Enterprise Partner with access to its Cyber Heroes Help Desk system via Live Chat on <https://portal.threatlocker.com> available 24/7/365. When the Enterprise Partner requires support from the Company, the Enterprise Partner can submit a new support case ticket directly via the Cyber Heroes Help Desk system, whether logged into the 'As a Service' or not, or phone the support helpline on + 1 833-292-7732, option 1. A confirmation email will then be sent to the Enterprise Partner/Company with a unique case number for tracking and quality control purposes. The Company's personnel will be instantly notified of new cases as they arrive.

Company will support such requests for support noted above as reasonably possible relating to the Company products, however, Enterprise Partner shall at all times be liable for Enterprise Partner system and integration, as such is out of the control of Company. Enterprise Partner shall receive such Services for as long as Term of the Licensed Product.

Enterprise Partner acknowledges that some of the Licensed Product features allow the Company support team to communicate with the Licensed Product remotely via the internet to (i) determine if there are any updates, enhancements, or fixes available and if so to allow such updates, etc. to be provided to Enterprise Partner (if applicable) and (ii) for its technical support team to collect information which assists them in providing services to Enterprise Partner. Some of these features can be turned off by Enterprise Partner in the administrator user interface. The ability of technical support services to support Enterprise Partner efficiently will be impaired if Enterprise Partner turns off any of these features.

5. ORDERS; PAYMENT.

5.1 Orders. Enterprise Partner shall purchase the quantity of licenses to the Licensed Products for the Fees set forth in the applicable Order.

5.2 Payment. Enterprise Partner shall pay all Fees as set forth in the relevant Invoice. Amounts payable to the Company are due within fourteen (14) days of the Enterprise Partner's receipt of the invoice if paid by Credit Card, or thirty (30) days if paid by ACH. Any amount that is not paid when due will accrue interest at the lesser of either (i) 1% per month of the outstanding balance including and outstanding interest charges or other fees or (ii) the maximum rate permitted by applicable law, from the due date until paid, and all reasonable expenses incurred in collection, including reasonable attorneys' fees. Notwithstanding the foregoing, if any amount remains outstanding greater than sixty (60) days, Company shall have the right without further notice to Terminate the Agreement or suspend any such performance until such time in which all outstanding amounts are paid to the Company. If Enterprise Partner in good faith disputes all or a portion of an Invoice, then Enterprise Partner shall inform Company within five (5) business days following Enterprise Partner's receipt of the applicable Invoice. Following Company's receipt of Enterprise Partner's written dispute, the Parties shall work together, in good faith and acting reasonably, to resolve such dispute. Promptly following resolution of such dispute, Enterprise Partner shall pay any amounts determined to be owed because of the dispute's resolution. Notwithstanding the foregoing, Enterprise Partner shall be responsible for promptly paying that portion of the Invoice not in dispute.

5.3 Taxes. Enterprise Partner shall be liable for payment of, and all Fees are exclusive of, all local, state, and federal sales, use and excise or other similar taxes (including withholding taxes) and custom duties that are levied upon and related to the performance of obligations and exercise of rights under this Agreement. Company may be required to collect and remit such taxes from Enterprise Partner unless Enterprise Partner provides Company with a valid tax exemption certificate. Company will invoice Enterprise Partner for all such taxes based on the Licensed Product and/or Services provided. In no event will either Party be liable for any taxes levied against the other Party's net income.

6. ENTERPRISE PARTNER'S OTHER OBLIGATIONS.

6.1 Compliance with Laws. Enterprise Partner, at all times and at its sole cost and expense, will obtain all permits and licenses necessary for its performance under the Agreement and will comply with all applicable laws, rules, and regulations. Enterprise Partner shall refrain from any unethical conduct or any other conduct that tends to damage the reputation of Company or the Licensed Product in Enterprise Partner's use of the Licensed Product. Enterprise Partner acknowledges that the Licensed Product and/or Services are subject to export control laws in the United States, the United Kingdom (UK) and elsewhere. Enterprise Partner shall comply with all applicable export laws, obtain all applicable export licenses, and will not export or re-export any part of the Licensed Product to any country in violation of such restrictions.

Enterprise Partner will maintain records reasonably required to verify its compliance with this Agreement. Without limitation to the foregoing, Enterprise Partner will purchase sufficient licenses for the number of Seats it will need at all times. Upon Enterprise Partner's written request, not more frequently than annually, Company may audit Enterprise

Partner's use of the Licensed Product. Any such audit shall be conducted during Enterprise Partner's normal business hours and in such a manner as to avoid unreasonable interference with Enterprise Partner's business operations.

6.2 Loyalty. Enterprise Partner agrees that during the Term of this Agreement, Enterprise Partner shall not, in any manner, develop or participate in the development of any software products that are, or may be competitive with the Licensed Product unless Company has given its express prior written consent (which Company may grant or withhold in its sole discretion).

7. CONFIDENTIALITY.

7.1 Confidential Information. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, any information that the Receiving Party knew or should have known, under the circumstances, would be considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. Enterprise Partner acknowledges that any data collected during the use and/or provision of the Licensed Product and Services, including personal data, may be held on servers and/or in environments that are owned and controlled by Company or third parties it contracts with to provide the service. Company recognizes that such data is sensitive and will treat all such data as confidential when held in its controlled servers or environments.

7.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In addition to the data displayed through the Licensed Product, the Licensed Product may, from time to time, automatically report back information to Company's servers related to usage of the Licensed Product, without notice to End User ("**Usage Data**"). Usage Data means login usernames, IP addresses and hostnames that applications connect to, file names and full path, Hashes and SHAs and Files, Certificate Information (Not private keys), Status of Hard Drive Encryption (Not encryption keys), Computer Hostnames, File Access Information, such as Read, Write, Execute, Delete, Move, and Computer Registry change information. Enterprise Partner acknowledges and agrees that Company requires use of Cookies, and Enterprise Partner consents to the use of the Cookies and Usage Data may be used by Company in compliance with all applicable laws, including helping diagnose and resolve technical and performance issues in relation to the Licensed Product.

7.3 Exceptions. The Receiving Party's obligations under the subsection titled Protection of Confidential Information with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

Notwithstanding anything contained herein to the contrary, nothing contained within these Terms or any other Agreement will prohibit, prevent, or exclude Client's lawful compliance with and disclosure of documents and things pursuant to the Georgia Open Records Act or any similar law or regulation that requires it as a municipal corporation to disclose information or produce documents and other records upon a lawful request.

7.4 Return of Confidential Information. The Receiving Party will return or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information, including the Licensed Product, promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing, signed by an officer of the Receiving Party, that it has fully complied with its obligations under this subsection.

7.5 Confidentiality of Agreement. Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law; (b) pursuant to a mutually agreeable press release or (c) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement with terms no less restrictive than in this Agreement).

8. WARRANTIES.

8.1 Warranties by Both Parties. Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

8.2 Company's Warranty. Company warrants during the Term that the Licensed Product, when used as permitted under this Agreement and in accordance with the instructions in the User Documentation (including use on a computer hardware and operating system platform supported by Company), will operate substantially as described in the User Documentation. Company does not warrant that use of the Licensed Product will be error-free or uninterrupted or that the Licensed Product will meet the Enterprise Partner's operational requirements. Company is not responsible for errors or defects in the Licensed Product caused by Enterprise Partner's failure to comply with the requirements specified in the Documentation or changes in or to the operating characteristics of the Enterprise Partner's computer hardware or operating systems made after delivery of the Licensed Product or errors or defects in the Licensed Product caused by the interaction of the Licensed Product with any third-party programs or applications. The warranty set forth in this Section shall be void as to Licensed Product where noncompliance is caused or related to (a) any unauthorized alterations or modifications made to the Licensed Product by the Enterprise Partner, its personnel, or agents; (b) use of the Licensed Product other than in the operating environment specified in the Documentation; or (c) coding, information, or specifications created or provided by the Enterprise Partner or any third party. Company will, at its own expense and as its sole obligation and Enterprise PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY, USE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY REPRODUCIBLE ERROR IN THE LICENSED PRODUCT REPORTED TO COMPANY BY ENTERPRISE PARTNER IN WRITING.

Company warrants that any Services provided by Company pursuant to the applicable Order shall be performed in accordance with the prevailing professional standards of the software industry. In the event of any breach of the warranty set forth in this Section, Company shall correct, at no additional charge to Enterprise Partner, any portion of the Services found not to meet prevailing professional standards of the software industry in accordance with the provisions of any Service Level Agreement (“SLA”) that may be in place between the Parties. In the event an SLA is not in place between the Parties, if Company fails to correct the Services found not to meet prevailing professional standards of the software industry in a commercially reasonable time period, then Enterprise Partner’s sole and exclusive remedy shall be to receive a refund of any portion of Fees paid for the allegedly defective Services under the applicable Order.

8.3 Disclaimer of Warranty. THE LICENSED PRODUCT, DOCUMENTATION AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS. THE EXPRESS WARRANTIES IN THIS SUBSECTION ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED PRODUCT OR THE USER DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ENTERPRISE PARTNER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF THE COMPANY’S SUPPLIERS.

8.4 Enterprise Partner’s Warranty. Enterprise Partner has the authority to enter into this Agreement and will not make or publish any false or misleading representations, warranties, or guarantees on behalf of Company or its suppliers concerning the Licensed Product that are inconsistent with any warranties made by Company concerning the Licensed Product.

9. INDEMNIFICATION.

Indemnification by Company. Company agrees to defend, indemnify, and hold harmless Enterprise Partner from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties alleging that the Licensed Product or User Documentation infringes or misappropriates any intellectual property right of a third party. The foregoing obligations are conditioned on Enterprise Partner notifying Company promptly in writing of such action, Enterprise Partner giving Company sole control of the defense thereof and any related settlement negotiations, and Enterprise Partner cooperating and, at Company’s reasonable request, assisting in such defense. In addition, if the Licensed Product becomes, or in Company’s opinion is likely to become, the subject of an infringement claim, Company may, at its option and expense, either (a) procure for Enterprise Partner the right to continue exercising the rights licensed to Enterprise Partner in this Agreement; (b) replace or modify the Licensed Product so that it becomes non-infringing and remains functionally equivalent; or (c) if Company determines that neither of the alternatives in (a) or (b) are feasible, immediately terminate this Agreement by written notice to Enterprise Partner, in accordance with the subsection titled Notices. Notwithstanding the foregoing, Company shall have no obligation under this subsection or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, integration or distribution of the Licensed Product; (ii) any use of the Licensed Product in combination with other products, equipment, software, or data not supplied by Company; (iii) any use, reproduction, or distribution of any release of the Licensed Product other than the most current release made available by Company; or (iv) any modification of the Licensed Product by any person other than Company or its authorized agents or contractors. THIS SUBSECTION STATES COMPANY’S ENTIRE LIABILITY AND ENTERPRISE PARTNER’S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

10. LIMITATION OF LIABILITY. In no event will either party be liable for any consequential, indirect, exemplary, special, or incidental damages whatsoever, including but not limited to any lost data, lost profits, lost revenue, or increased costs of any kind, arising from or relating to this Agreement.

THE PARTIES EXPRESSLY AGREE UNDER NO CIRCUMSTANCES SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PAID TO COMPANY UNDER THIS AGREEMENT BY ENTERPRISE PARTNER IN THE PREVIOUS TWELVE (12) MONTHS.

Enterprise Partner acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability. The foregoing limitations of liability are independent of any exclusive remedies for breach of warranty set forth in this Agreement.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement will commence on the date on which this Agreement is executed by both Parties (“**Effective Date**”) and shall remain in effect for the initial term set forth in the Order (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms at the then current published retail pricing, however, such pricing escalation will not exceed eight percent (8%) annually (each a “**Renewal Term**”), unless either party provides notice to the other of its intention not to renew at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. The Initial Term, any Trial Period (if applicable, as defined herein) and all Renewal Terms will collectively be referred to as the “**Term**”.

11.2 Termination. Upon the occurrence of a breach of the terms of the Agreement, the non-breaching Party shall provide to the breaching Party a Notice alleging in sufficient detail the circumstances of the breach. The breaching Party shall be afforded a period of thirty (30) days from the date of such notice to cure the circumstances of the breach (“**Cure Period**”). In the event the breaching Party has not cured such breach in the period noted above, the non-breaching Party may immediately terminate the Agreement. Company shall also have the right to suspend access to the Licensed Product and the Services to Enterprise Partner in these circumstances or if Enterprise Partner has not paid the applicable Fees in accordance with this Agreement.

Notwithstanding the foregoing, Company shall have the immediate right to suspend or Terminate this Agreement upon the occurrence of any of the following actions by Enterprise Partner: (a) violating any applicable law, (b) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Licensed Product, (c) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Licensed Product except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) interfere with or attempt to interfere with the proper functioning of the Licensed Product; (e) attempt to engage in any potentially harmful acts that are directed against the Licensed Product or Company, including but not limited to violating or attempting to violate any security features of the Licensed Product; (f) conduct any penetration testing on the Software without Company’s prior written consent or (g) accessing the Licensed Product in order to build a similar or competitive website, product, or service. Furthermore, Company has a zero-tolerance policy for abuse, disparaging language, and threatening behavior and in the event any Enterprise Partner personnel engage in such behavior with Company or Company personnel, Company shall have the right to immediately suspend the use of such Licensed Product or Services until a resolution of such may be amicably reach between the Parties.

11.3 Either Party can terminate this Agreement immediately and without notice if a Party enters into compulsory or voluntary liquidation or is deemed unable to pay its debts as they fall due or convene a meeting of or enter into any composition with creditors or have an administrative receiver, receiver manager, or administrator appointed over all or some of the undertaking or assets or anything analogous to the events described occurs in any jurisdiction.

11.4 Effects of Termination.

(a) **Payment; Licenses; Licensed Product.** Upon termination or expiration of this Agreement for any reason, any amounts owed to Company under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist. Enterprise Partner must promptly discontinue all use and distribution of the Licensed Product and User Documentation, Enterprise Partner must return to Company all copies of the Licensed Product and User Documentation, delete all copies of the Licensed Product, and Enterprise Partner must certify to Company in writing signed by an officer of Enterprise Partner that it has fully complied with this requirement.

(b) **Survival.** Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees including, without limitation, Sections 1, 2.2, 2.3, 5.2 and Sections 6 through 12.

12. GENERAL.

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Florida, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Enterprise Partner hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Orlando, Florida for any lawsuit arising out of or relating to this Agreement or the transactions contemplated hereby. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Dispute Resolution. In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of this Agreement (each, a “**Dispute**”) before resorting to litigation (except as may be necessary to preserve any rights or the status quo):

(a) All Disputes will be made in a written notice by Enterprise Partner or Company, respectively, initiating the process set forth herein (the “**Dispute Engagement Notice**”). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation, and attempt to reach a settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process will submit a summary of the issues, the requesting Party’s position and a summary of the evidence and arguments supporting its position.

(b) If the Dispute cannot be resolved by the Parties within forty-five (45) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing, the Dispute shall be escalated to an executive of the Company and Enterprise Partner who has authority to settle the Dispute.

(c) If the Dispute cannot be resolved by the Parties within forty-five (45) Business days after the escalation noted in Section (b) above, then either Party may pursue any rights or remedies available under the Agreement, at law or in equity through judicial relief or, if agreed to by both Parties in writing, non-judicial relief through an alternative dispute resolution process. Both parties agree that any discussions and negotiations related to any proposed settlement of any Dispute may not be introduced into evidence by either Party in any judicial action or non-judicial alternative dispute resolution forum used to resolve such Dispute.

12.3 Order of Precedence. The documents forming the Agreement shall be considered complementary, and what is required by one shall be binding as if required by all. The Parties shall attempt to give effect to all provisions. The failure to list a requirement specifically in one document, once that requirement is specifically listed in another, shall not imply the inapplicability of that requirement.

However, in the event of irreconcilable conflict between the documents forming the Agreement the order of precedence shall be:

- a) For the scope included therein, Agreement Amendments and Change Orders, with those of a later date having precedence over one of an earlier date.
- b) These Terms and Conditions and their exhibits; and
- c) The Order.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be illegal, invalid, or unenforceable to any extent, the other provisions of this Agreement will remain legally valid and enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Enterprise Partner agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the subsection titled Company’s Warranty.

12.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6 Remedies. Except as provided in the sections titled Warranties and Indemnification, the Parties’ rights and remedies under this Agreement are cumulative. Enterprise Partner acknowledges that the Licensed Product contains valuable trade secrets and proprietary information of Company, that any actual or threatened breach of the sections and subsections titled License Restrictions, Trademark License or Confidentiality or any other breach of its obligations with respect to Intellectual Property Rights of Company will constitute immediate, irreparable harm to Company for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Company may seek immediate injunctive relief without the requirement for a Cure Period, to post bond or other security. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.7 Assignment. This Agreement, and Enterprise Partner’s rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Enterprise Partner without Company’s prior written consent. Company may assign this Agreement to any affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other transaction resulting in a change of control, without consent of Enterprise Partner. Except as permitted in this Section, any attempted assignment or delegation without the other party’s prior written consent will be void and of no effect.

12.8 Force Majeure. Any delay 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 Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, government action or inaction, pandemic or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

12.9 Independent Contractors. Company’s relationship to Enterprise Partner is that of an independent contractor, and neither party is an agent or partner of the other.

12.10 **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed in the Order by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), by a nationally recognized express mail service, or by email. Any such email correspondence to the Company is to be sent to notices@threatlocker.com. Notice by personal delivery will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by email, any such notice will be considered to have been given upon dispatch during regular business hours, or otherwise the next business day. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

12.11 **Amendments.** Any amendment or change to the Agreement must be made in writing and signed by both Parties. Any such changes or scope performed prior to execution of such amendment or change shall not be deemed or construed to have changed the Company’s liability or obligations in any way,

12.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.13 **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by both Parties.

12.14 **Third Party User Rights.** The Parties concur that this Agreement is made solely and exclusively for the benefit of the Parties and in no event are the Parties intending to grant any rights, interests or claims to, nor any benefit to any third party which shall include but is not limited to employees, users, or End Users of the Enterprise Partner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by persons duly authorized, as of the Agreement Effective Date.

Enterprise Partner

ThreatLocker, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____