



PLEASE READ CAREFULLY BEFORE ACCESSING OR DOWNLOADING ANY SOFTWARE

This agreement is a legal contract between you and GBMS Tech Limited of 2nd Floor Berkeley Square House, Berkeley Square, Mayfair, London, United Kingdom W1J 6DB. It governs the terms applicable to the provision and supply of goods, services and digital content (“the Product”) by us to you which are conditional upon you accepting these terms and the licence agreements for the Products, which are separate contracts.

1. These terms

1.1 Please ensure you read and understand these terms before you submit your order.

1.2 These terms and the documents and contracts referred to in these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Our contract with you

2.1 Our acceptance of your order will take place when we provide you with the Products which will be after you have paid our charges.

2.2 If we are unable to accept your order for any reason, we will inform you of this and will not charge you for the Product. This might be because of unexpected limits on resources, we have identified an error in the price or description of the Product or because of any technical reason which prevents us from supplying, installing or supporting the Product.

3. Our rights to make changes

3.1 We may change the Products:

- (a) to reflect changes in relevant laws or regulatory requirements and to comply with any contractual obligations; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

3.2 In addition we may make significant changes to these terms or the Product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a pro-rata refund for any Products paid for but not received.

3.3 We may update or require you to update digital content, provided that the digital content shall always match the description of the product your purchased.

4. Providing the Product

- 4.1 After accepting your order and subject to and conditioned on your compliance with these terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable licence to access to download, install and use the Product for your internal business purposes only. If the Product includes are ongoing services or subscriptions, we will tell how you can end the contract.
- (a) **If the Product is a one-off service.** We will begin the services on the date we accept your order and we will confirm the estimated completion date.
 - (b) **If the Product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.
 - (c) **If the Product is an ongoing services or a subscription to receive digital content.** We will supply the services or digital content to you until either the services are completed or the subscription expires (if applicable) or either of us end the contract in accordance with this contract.
- 4.2 We have no obligation to supply or support the Product unless you accept the terms of the end user licence agreement (“EULA”) for the Product. These comprise Lookout EULA and AppGuard EULA, both of which are appended to this agreement. You will be deemed to have accepted each EULA by accepting these terms.
- 4.3 You undertake to comply with the terms of the EULA and agree:
- (a) not to copy, duplicate, sell, allow to be used or share access to the Product or the services for the Product;
 - (b) not to make alterations to, or modifications of, the whole or any part of the Product, nor permit the Product or any part of it to be combined with, or become incorporated in or with any other programs or products;
 - (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Product;
 - (d) to use the Product only for the purpose it is designed for and authorised for your use;
 - (e) not to create any software or product which is substantially similar to the Product;
 - (f) to supervise and control use of the Product and ensure that the Product is used by those authorised by and in accordance with the terms of this agreement and the EULA;
 - (g) that you have no right to have access to the Product in source code form; and
 - (h) that all intellectual property rights in the Products anywhere in the world do not belong to you and that the Products are licensed, not sold to you and so you have no rights in, or to, the Products other than the right to use them in accordance with the terms of this agreement and the EULA.
- 4.4 Our support and maintenance services for the Product will be provided according to the terms of our service level agreement (“SLA”) which is appended to this agreement. We reserve the right to change the terms of our SLA at any time. You are required to ensure you regularly review our SLA but we will notify you of any material changes.

4.5 You must have an operating system and other facilities and equipment sufficient to support the Product and for it perform in accordance with its function and as per the EULA for the Product. We are not liable if the Product fails or becomes unusable at any time and whether in whole or part due to your operating system, other facilities or equipment being insufficient.

4.6 We may need certain information from you and you may require certain equipment so that we can supply the Products to you. We may contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them for any reason including if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5. **Limitations and Exclusions**

5.1 **We are not responsible for delays outside our control.** If the supply of the Product is delayed by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. You agree that we will not be liable for any delays howsoever caused.

5.2 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to, among other things:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the product as notified by us to you.

5.3 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency in our sole determination. If we have to suspend the Product for longer than 4 consecutive weeks, we may at our discretion adjust the price so that you do not pay for Product while it is suspended.

5.4 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the Product when payment is due we may suspend supply of the Product and the services until you have paid all outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower.

6. **Your rights to end the contract**

6.1 If this contract ends for any reason, this will automatically end the support services and the EULA for the Product.

6.2 You can end the contract before it is completed, but you will not be entitled to any refund and will still have to pay any money payable under this contract and you may have to pay us compensation. A contract for digital content is completed when the Product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed, contact us to let us know. The contract will

end immediately, you must pay any money due to us and compensation for the net costs we will incur as a result of your ending the contract.

7. Our rights to end the contract.

7.1 We may end the contract for a Product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not provide us with information or meet the conditions necessary for us to provide the Products;
- (c) you do not allow us access to your property to supply the Product or the services;
- (d) the Product is discontinued, your licence expires or we are unable to support the Product due to reasons beyond our control;
- (e) you attempt to duplicate, sell or change the Product; or
- (f) you breach any term of this contract.

7.2 If we end the contract in the situations set out above, you will not receive any refund of any money you have paid in advance for Products we have provided.

8. Your rights in respect of a defective Product or service; Disclaimer

8.1 We will not be liable for a Product's failure or the failure to provide any support including the SLA if:

- (a) you are in breach of any term of this contract;
- (b) you use the Product after we have given you notice not to do so;
- (c) the defect arises because you failed to follow our instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice; or
- (d) the defect is not attributable to anything we have done or failed to do.

8.2 We shall have no liability to you in respect of a Product's failure.

9. Price and payment

9.1 The price of the product (which excludes taxes) will be the price indicated in the order.

9.2 Unless otherwise noted, the product provided by us is subject to state and local sales tax in accordance with applicable laws. We may not collect sales or use taxes in all states. For states imposing sales or use taxes, your purchase is subject to use tax unless it is specifically exempt from taxation. Your purchase is not exempt merely because it is made over the Internet or by other remote means. Many states require purchasers to file a sales/use tax return at the end of the year reporting all of the taxable purchases that were not taxed and to pay tax on those purchases. Details of how to file these returns may be found at the websites of your respective taxing authorities. The sales tax indicated on the checkout page is an estimate. The sales tax ultimately charged to your credit card will be calculated when your credit card charge is authorized and will reflect applicable state and local taxes.

9.3 It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order. If the Product's correct price at your order date is higher than the price stated to you, we reserve the right to withdraw the order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract..

9.4 You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.5 If you do not allow us access to your property or media to supply the Product or perform the services in the SLA, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end this contract.

10. **Our responsibility for loss or damage suffered by you; Limitation of Liability**

10.1 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

10.2 WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR BY STATUTE OR IN LAW. WE SPECIFICALLY DO NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET YOUR REQUIREMENTS, THE OPERATION OR OUTPUT OF THE PRODUCT OR SERVICES WILL BE ERROR-FREE, VIRUS-FREE, SECURE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED. WE ARE NOT OBLIGATED TO SUPPORT, UPDATE OR UPGRADE THE SERVICES OR ANY PRODUCT. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THE CONTRACT (UNLESS SUCH LAW PROVIDES OTHERWISE).

10.3 EXCEPT TO THE EXTENT EXPRESSLY STATED HEREIN ALL TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 AND SECTIONS 3 TO 5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE EXCLUDED.

10.4 THE LIMITATIONS ON LIABILITIES, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED

ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.5 SUBJECT TO PARAGRAPH 10.4, WE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF WE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE CONTRACT OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES OR CONTENT OR PURCHASE OR PRODUCT EXCEED 25% OF THE TOTAL SUMS PAID BY YOU FOR SUCH PRODUCTS AND/OR SERVICES UNDER SUCH CONTRACT.

11. **How we may use your personal information**

11.1 We will only use your personal information as set out in our privacy policy which can be found at www.cyberlockout.com (the "Privacy Policy"). You acknowledge and agree that by purchasing products and/or accessing or using the services, we may receive certain information about you, including personal information, as set forth in the Privacy Policy, and we may collect, use, disclose, store, share, and process such personal information in accordance with such Privacy Policy.

12. **Other important terms**

12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we do this.

12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms if we agree to this in writing.

12.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other entity shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.6 **Which laws apply to this contract and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of

England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Appendix 1

AppGuard EULA

THIS IS AN END-USER LICENSE AGREEMENT (THE “**LICENSE**”) FOR THE APPGUARD, Inc (“**APPGUARD**”) SOFTWARE AND DOCUMENTATION (COLLECTIVELY, THE “**SOFTWARE PRODUCT**”). PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE CAREFULLY. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, USING THE SOFTWARE PRODUCT AND/OR SIGNIFYING YOUR ACCEPTANCE TO THIS LICENSE, YOU ACCEPT AND AGREE TO THESE TERMS ON YOUR OWN BEHALF AND ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS IN THEIR ENTIRETY DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE PRODUCT. BY ACCEPTING THIS LICENSE, YOU ARE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS.

1. LICENSE GRANT. AppGuard hereby grants the end-user (“**Customer**”) a revocable, nontransferable, and non-exclusive license to use the Software Product strictly in accordance with the terms of this License in machine-readable, object code form only. This License shall extend to all updates, upgrades, and revisions supplied by AppGuard, unless otherwise determined by AppGuard.

1.1 Customer may install and access the registered version of the Software Product on one (1) computer workstation only. Customer may make one backup copy of the Software Product for use if the original is damaged.

1.2 Customer is licensing the Software Product for end use only and not for resale or distribution, which is prohibited.

1.3 The License shall be effective until terminated. Either party may terminate this License immediately on written notice to the other side. Upon Termination of this License, Customer shall immediately discontinue the use of the Software Product and shall, within ten (10) days, either destroy or return to AppGuard all copies of the Software Product. The License shall expire at any time when the Customer destroys the Software Product together with all copies for any reason whatsoever.

2. COPYRIGHT; APPGUARD’S RIGHTS

2.1 Customer shall not, alone, through any employee, agent, representative, or third party (or allow an employee, agent, representative, or third party): (a) modify the Software Product, application programming interfaces (API’s), Software Product development kits (SDK’s), HTML, Cascading Style Sheet (“CSS”), any new releases, modifications and enhancements thereto, and any images, video, audio, text, and “applets” incorporated into the Software Product or any visual design elements provided or made available as part of the Software Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software Product; (c) copy, duplicate, replicate, use in whole or in part, or create derivative works from any element of the user interface, user experience, or features, of the Software Product; (d) share, disclose, or permit use of AppGuard user names or passwords or otherwise allow parties that are not contractually obligated to Customer to use any Software Product on a time sharing, service bureau, application service provider (ASP), rental or other basis; (e) make copies of the Software Product, except for archival purposes; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software Product; (f) distribute any copy of any Software Product to any third party, including without limitation selling any Product with embedded Software Product in a secondhand market; (g) use the Software Product other than as authorized by AppGuard; (h) deactivate, modify or impair the functioning of any disabling code in any Software Product; (i) circumvent or disable AppGuard’s copyright protection mechanisms or license management mechanisms in the Software Product; (j) tamper with the Software Product or modify another website so as to falsely imply that it is associated with the Software Product, AppGuard, or any other software or service provided by AppGuard; (k) use the Software Product in violation of any applicable law or to support any illegal activity; (l) use the Software Product to violate the rights of any third party; or (m) attempt any of the foregoing.

2.2 Customer hereby acknowledges and agrees that: (i) all intellectual property rights subsisting in or relating to the Software Product, throughout the world, including but not limited to any and all (a) trademarks, service marks, domain names, twitter domains, usernames, passwords, trade dress, logos, and other brand or source distinctions, look and feel, user interface, user experience, including without limitation related registrations and applications for registration, and any and all goodwill related thereto; (b) copyrights in any and all works of authorship, including without limitation, computer programming, source code, and object code, user interfaces, and documentation, user manuals and other written materials relating to such code, copyright registrations, applications therefor, and moral rights; (c) trade secrets, know-how, specifications and drawings; (d) designs, ideas and inventions, including without limitation patents, patent applications and statutory invention registrations or certificates of invention; (e) divisions, continuations, renewals and re-issuances of the foregoing; and (f) other intellectual property rights of any type (collectively, the “**AppGuard IP**”) are and shall remain at all times the exclusive property of AppGuard; (ii) AppGuard IP may not be exploited, reproduced or used by Customer except as expressly permitted in this license; (iii) Customer shall not have or acquire, nor seek any right, title or interest in or otherwise become entitled to any AppGuard IP by developing, taking delivery of, making payment for, integrating, distributing or otherwise using AppGuard IP; and (iv) you agree that breach of any of the terms in this Section 2.2 shall constitute infringement of AppGuard IP and you hereby consent to any and all damages and remedies for such infringement available pursuant to applicable law.

2.3 All promotional, technical, and other documentation provided to Customer by AppGuard is proprietary and confidential information of AppGuard and is and shall remain the exclusive property of AppGuard (“**AppGuard Proprietary Information**”). Customer shall not, without AppGuard 's advance written consent, copy, reproduce, disclose to a third party, or use such AppGuard Proprietary Information, except as expressly permitted by AppGuard.

3. NO WARRANTIES; DISCLAIMERS. THE SOFTWARE PRODUCT AND ANY RELATED SERVICES OR PRODUCTS PROVIDED TO YOU BY APPGUARD OR ITS AFFILIATES ARE PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, ACCURACY, OR THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR IS FREE FROM DEFECTS. USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK. NEITHER APPGUARD, NOR ITS AFFILIATES, RESPECTIVE REPRESENTATIVES, EMPLOYEES, AGENTS, OR LICENSORS WARRANT THAT USE OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. APPGUARD DISCLAIMS ANY AND ALL WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE PRODUCT, AND ANY AND ALL LIABILITY RELATED TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE, OR OTHER DATA PROVIDED THROUGH THE SOFTWARE PRODUCT.

3.1 APPGUARD HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO THE ACCURACY, VALIDITY, SUBSTANCE, RELIABILITY OR EFFECTIVENESS OF THE SOFTWARE PRODUCT.

3.2 THE EXTENT OF APPGUARD’S LIABILITY HEREUNDER IS LIMITED EXCLUSIVELY TO REPLACEMENT OF YOUR COPY OF THE SOFTWARE PRODUCT WITH ANOTHER COPY OR REFUND OF THE AMOUNTS PAID TO APPGUARD FOR USE OF THE SOFTWARE PRODUCT (AS DETERMINED BY APPGUARD AT ITS SOLE DISCRETION).

4. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL APPGUARD BE LIABLE FOR (I) ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING), INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, OPPORTUNITIES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR DATA, OR LOSS OF REVENUES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SOFTWARE PRODUCT, WHETHER OR NOT APPGUARD HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF SUCH LOSS; OR (II) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA,

BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME, ARISING OUT OF THE USE OF THE SOFTWARE PRODUCT. THIS LIMITATION SHALL BE VALID NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, WHERE ANY FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY OR INDIRECTLY TO SIGNIFICANT PROPERTY DAMAGE, DATA LOSS OR DISCLOSURE, DEATH, PERSONAL INJURY, OR PHYSICAL DAMAGED.

5. EXPORT RESTRICTIONS

5.1 Customer agrees not to export or re-export this Software Product or information pertaining thereto to any country for which a U.S. government agency requires an export license or other governmental approval without first obtaining such license or approval.

5.2 Use, duplication or disclosure by the Government is subject to restrictions set forth herein or in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable.

6. **INDEMNIFICATION.** Customer shall indemnify and hold harmless AppGuard and its affiliates (the “**Indemnified Parties**”) against any loss, liability, damages, costs or expenses, including reasonable attorney’s fees incurred by the Indemnified Parties as a result of any claim, action, or proceeding arising or relating to Customer’s use, operation or implementation of the Software Product, or any breach or violation of this License by Customer or anyone on Customer’s behalf.

7. **MAINTENANCE.** Customer is responsible for installing Updates (as defined below) of the Software Product on a regular basis upon release of such Updates, updating all non-AppGuard software used in conjunction with the Software Product, and regularly upgrading any hardware and memory on the system in which Customer uses the Software Product. The term “Updates” as used herein means modifications to the Software Product which contain corrections of errors and minor functionality enhancements, or which add bug fixes or patches to the Software Product.

8. **SUPPORT.** AppGuard, in its sole discretion, may, but is not required to, provide Customer with support services related to the Software Product (the “**Support Services**”). Such Support Services shall be subject to a separate agreement and applicable fees.

9. **SEVERABILITY.** If any provision in this License is held invalid for any reason, such invalidity shall not affect the remaining provisions of this License, which shall continue in full force and effect to the full extent permitted by law.

10. **CHOICE OF LAW; FORUM.** The validity, construction, and interpretation of this License shall be solely and exclusively governed by and construed in accordance with the laws of the State of New York, USA, excluding any otherwise applicable rules of conflict of laws. The state and federal courts located in New York City, New York shall have sole and exclusive jurisdiction over the parties and subject matter of this License. For implementation of this License and all its consequences, each party waives such of its rights and privileges under any other law or legal system, such as the law of the place of performance, as is necessary to give effect to the term and conditions hereof. Each party hereby expressly consents to personal jurisdiction in New York, and expressly waives any right to object to such personal jurisdiction, or the convenience of such forum. The parties agree to service of process by email.

11. **ENTIRE AGREEMENT.** This License sets forth the entire agreement between Customer and AppGuard with respect to the subject matter hereof and all other agreements, representations, communications and understandings, both oral and written, are superseded hereby. To the extent that there are any varying or additional terms contained on any written notification or document, the terms of this License shall govern. AppGuard reserves the right to amend, modify, and otherwise alter this License from time to time and Customer hereby consents to any such amendments, modifications, and alterations.

12. NO WAIVER. The failure or delay by AppGuard to enforce any of its rights hereunder or to take action against any party in the event of any breach of this License shall in no way be deemed a waiver of any subsequent or further actions in the event of a future or other breach of the License.

13. ASSIGNMENT. Customer may not assign all or part of this License without AppGuard's prior written consent.

14. QUESTIONS. All questions concerning this License shall be directed to APPGUARD, Inc. by filling out the "Contact Us" form on our website as follows: <http://www.appguard.us>

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LATEST UPDATE OF LICENSE AGREEMENT: November 15, 2017

Appendix 2

Lookout EULA

Mobile Endpoint Security License Agreement

Version Date: May 15, 2020

THIS MOBILE ENDPOINT SECURITY LICENSE AGREEMENT (THE "LICENSE AGREEMENT" OR THE "AGREEMENT") IS BETWEEN LOOKOUT, INC. ("LOOKOUT") AND THE ENTITY AGREEING TO THESE TERMS ("CUSTOMER"). THIS AGREEMENT GOVERNS THE SUBSCRIPTION TO AND USE OF LOOKOUT MOBILE ENDPOINT SECURITY SERVICES (THE "SERVICES" OR "ENTERPRISE SERVICES").

READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE SERVICES. YOU ARE REQUIRED TO ACCEPT THE FOLLOWING LICENSE AGREEMENT AS A CONDITION TO CREATING AN ENTERPRISE ACCOUNT. AS THE CUSTOMER, YOU AGREE TO THIS AGREEMENT BY CLICKING OR TAPPING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, OR BY YOUR CONTINUED USE OF THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN LOOKOUT IS UNWILLING TO LICENSE THE SERVICES TO YOU, AND YOU SHALL MAKE NO FURTHER USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE REVIEWED THE AGREEMENT ON BEHALF OF CUSTOMER AND YOU ARE WARRANTING THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF CUSTOMER.

1. Definitions.

"Accounts" means all accounts created by the Customer (including accounts created by or for its Administrators within the Service).

"Administrators" means the person(s) designated by Customer to have the authority to utilize the Administrative Console to create and manage Accounts associated with Customer and see the security status of End Users' Device. The Administrator is also considered an End User.

"Administrative Console" means the functionality for managing End Users' security, and other administrative functionality for Accounts and Devices associated with the Services provided to Customer.

"Device" or "Devices" mean all End Users' mobile devices associated with the Enterprise Account.

"End User(s)" means, collectively, any person who is invited by the Administrator to join an Enterprise Account and/or access the Services.

"End User Data" means the electronic data submitted from End User's Device(s) that is collected and processed by Lookout in connection with provision of the Services.

"Enterprise Account" means, collectively, all Accounts that belong to the Customer's subscription. An Enterprise Account may represent a team, group or other subdivision within the Customer's organization or the whole organization.

"Enterprise Services" or "Services" means Lookout's proprietary commercial off-the-shelf software product(s) specified in the Order (any related purchase orders, statement of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, and any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates and upgrades thereto that Lookout provides to Customer or that is developed in connection with this Agreement.

"Order" means Customer's order details as set forth in the applicable order form.

"Subscription Term" means the period starting on the Service start date as stated in the Order and continuing for the period specified therein, or if no such period is specified, on an annual basis.

2. License.

a. License to Customer and End Users. Subject to Customer's and End Users' continued and full compliance with all of the terms and conditions of this Agreement, Lookout hereby grants to Customer and its End User(s) a revocable, non-transferable, non-exclusive limited license, without any right to sublicense, during the applicable Subscription Term, to (a) install, execute, and use the Services (including any updates, modifications, patches and upgrades thereto that Lookout, in its sole discretion, may provide to Customer hereunder) solely for Customer's internal use and (b) allow Administrators to access and use the Administrative Console to create and administer Devices registered to Customer.

b. License to Lookout. Customer grants to Lookout a worldwide, limited-term license to host, copy, transmit, and display End User Data and other data Customer submits to Lookout for Lookout to provide the Services in accordance with this Agreement. Customer further grants Lookout a perpetual, irrevocable right to maintain, access, use, and disclose de-identified or aggregated data for any purpose.

3. Changes to Services. Lookout may change and improve the Services over the Subscription Term. The Customer's use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Lookout may alter or remove functionality from the Services without prior notice. However, Lookout will endeavor to provide the Customer with prior notice if a change to the Services results in a material change in functionality, and if the material changes adversely affects Customer, Customer will have the option to cancel any Order without further obligation within 30 days of the material changes, and Lookout will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Services for which no comparable replacement was provided. If you are entitled to a refund under this Agreement, and you purchased the Services through an authorized Lookout partner ("Reseller"), then unless we otherwise specify, we will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you. Customer agrees, however, that its Order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lookout regarding future functionality or features.

4. Customer's Obligations.

a. Compliance. Customer is solely responsible for End Users' compliance with this License Agreement. Customer acknowledges and agrees that prior to an End User using the Services, each End User will accept, or Customer will accept on behalf of the End User (and make Lookout a third-party beneficiary thereof) the terms and conditions herein, and this License Agreement will govern the End Users use of the Services. Customer acknowledges that a violation of this License Agreement by an End User can result in the termination of Services and/or Customer's Enterprise Account.

b. Obligations Concerning End Users. Customer represents and warrants that it has the necessary rights and will obtain any consents required from each

End User (i) to allow the Customer and its Administrators to engage in the activities described in this Agreement or available through the Services (including adding the End User to the Enterprise Account) and (ii) to allow Lookout to provide the Services, including to collect End User Data. Without limiting the foregoing, Customer will provide End Users with prior notice of the scope of the Services, including Lookout's collection and Customer's access to End User Data. Customer—and not Lookout—is responsible for (1) Customer's access to, and potential use of, information obtained through the Enterprise Services, including End User Data; and (2) for all End User(s)' compliance with this Agreement.

c. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services. Customer is solely responsible for all activity under its Enterprise Account, including all activity by End Users. Lookout will not be liable for any damages or liability resulting from Customer's failure to keep its Enterprise Account and End Users' accounts accurate, up to date, and secure. The Services are not intended for use by End Users under the age of 16. Customer will ensure that it does not allow any person under 16 to use the Services. Customer will promptly notify Lookout of any unauthorized use of, or access to, the Services.

5. End User Devices. When invited to join an Enterprise Account, a user can join an Enterprise Account by downloading Lookout Security for Work application to become an End User of the Enterprise Account.

6. Administrative Users Obligations.

a. Administrators. Administrators are responsible for managing Customer's Enterprise Service subscription, any associated Customer account details, and access to End User Devices and Accounts, including other Administrator Accounts, via the Administrative Console and for complying with this Agreement, and applicable laws. Administrators are responsible for (i) maintaining the confidentiality of passwords and Administrator Accounts; (ii) managing access to Administrator Accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

b. Administrative Responsibilities. The Enterprise Services are designed to provide the Customer and its Administrators with the ability to self-manage the Services and Devices. Management and administration of the Devices is the responsibility of the Customer and not Lookout. Lookout will not be

responsible for any liability arising from adding, removing, or otherwise managing the Devices in accordance with Customer's instructions.

c. **Administrative Access to End User Data.** Customer and End Users agree that the Administrators of the Enterprise Services will have access to End User Data, including information about malicious applications, and other relevant information, from the End Users' device. By using the Enterprise Services, all parties agree that Lookout shall not be liable in any manner for the access to, and potential use of, information obtained by Administrators via the Enterprise Service.

7. Restrictions on Use of Enterprise Services. Customer will not, and will ensure that End Users or third parties do not:

a. Offer for sale or lease, sell, resell, lease or in any way transfer the Services, or otherwise use the Services for a third-party's benefit;

b. Copy any Enterprise Services (or component thereof), develop any improvement, modification, or derivative works thereof or include any portion thereof in any other equipment or item;

c. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Services or any software or other component used therein;

d. Attempt to modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Services;

e. Attempt to create a substitute or similar service through use of, or access to, the Services;

f. Access or attempt to access other accounts hosted by Lookout or other computer systems or networks not covered by this Agreement, for which Customer does not have permission;

g. Remove, alter or obscure any proprietary rights notices associated with the Services (including copyrights or trademarks), or attempt to do any of the foregoing;

h. Access or use the Services in a way intended to avoid incurring fees or hiding usage that exceed usage limits or quotas, if any;

i. Allow the transfer, transmission, export or re-export of any Enterprise Service (or any portion thereof) or any Lookout technical data;

j. Perform any benchmark tests (e.g. speed, battery usage, data usage, or detection coverage) without the prior written consent of Lookout (any results of such permitted benchmark testing shall be deemed confidential information of Lookout);

k. Access the Enterprise Services for testing or otherwise for competitive intelligence purposes (including to verify a set of known results), or publicly disseminate test-related information about Enterprise Services (which is Lookout's Confidential Information);

l. Hack or interfere with the Enterprise Services, its servers, or any commercial networks;

m. Register under different usernames or identities, after Customer's account or any End User account has been suspended or terminated; or

n. Circumvent or disable the Enterprise Services or any technology, features, or measures included in the Enterprise Services for any reason, except as required by law.

Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Services may be provided with notices and open source or similar licenses from such communities and third parties that govern the use of those portions. Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses granted hereunder shall not alter any duties or obligations Customer may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in the Services.

8. Customer Warranty. As a condition to Customer's and its End Users' use of the Services, Customer represents, warrants and covenants that Customer will not use the Services for any improper or illegal purposes, including but not limited to:

a. Infringement of the intellectual property or proprietary rights, or rights of publicity of any third party;

b. Violation of local, state, and/or federal laws, regulations, or ordinances, including but not limited to all applicable export laws and the U.S. Foreign Corrupt Practices Act and similar foreign anti-bribery laws;

c. Compromising information and data security or confidentiality;

d. Integrating information that has been obtained in violation of any contractual agreement or local, state, or federal law, regulation, or ordinance; and/or

e. Violation of privacy or constitutional rights of any End User, or any other individuals or entities.

Customer, not Lookout, remains solely responsible for all information or material in any form or format that Customer imports, uses, publishes, or otherwise disseminates using, or in connection with, the Services ("Content"). Customer acknowledges that all Content that Customer accesses through use of the Services is accessed at Customer's own risk and Customer will be solely responsible for any damage or liability to any party resulting from such access.

9. Third Party Requests. Customer acknowledges and agrees that the Customer is responsible for responding to a request from a third party for records relating to Customer's or an End User's use of, or Content contained within, the Services ("Third-Party Request"). If Lookout receives a Third-Party Request (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or End User data), Lookout will, to the extent allowed by the law and by the terms of the Third-Party Request, direct the Third Party to Customer to pursue the Third-Party Request. Lookout retains the right to respond to Third Party requests for Customer data where Lookout determines, in its sole discretion, that it is required by law to comply with such a Third-Party request.

10. Support and Maintenance. The support and maintenance services (if any) are detailed in the support package selected by Customer in the Order.

Customer will, at its own expense, be responsible for providing support to its End Users regarding issues that are particular to its End Users' access of Enterprise Services. Customer will use commercially reasonable efforts to resolve any such support issues before escalating them to Lookout or its distributor. If Customer cannot resolve a support issue as set forth above, Customer's Administrator may escalate the issue to Lookout or its partner, and Lookout or its partner will use commercially reasonable efforts to work with Customer to resolve the issue.

11. Confidentiality. Each party undertakes not to disclose to any third party information obtained from the other party that is designated as confidential or which, by its nature, is apparent that it should be

regarded as confidential ("Confidential Information"). Each party agrees that it shall use the same degree of care that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The confidentiality obligation in this Section does not apply to such information that (a) was lawfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by the receiving party without the benefit of any Confidential Information of the disclosing party. Furthermore, Confidential Information of the other party may be disclosed insofar as such disclosure is necessary to allow a party to comply with applicable law, with a decision by a court of law or to comply with requests from government agencies that such party determines require disclosure, but then only after first notifying the other party of the required disclosure, unless such notification is prohibited. Customer shall promptly notify Lookout of any actual or suspected misuse or unauthorized disclosure of Lookout's Confidential Information.

Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Customer's employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section).

The foregoing confidentiality obligation survives termination of this Agreement for a period of five (5) years; provided that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

12. Intellectual Property Rights. Except for the limited license rights expressly provided herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property or any rights to use the Lookout trademarks, logos, domain names, or other brand features. No title to or ownership of or other right in or to the Services or software provided by Lookout to access the Services is transferred to Customer or its End Users under this Agreement. Specifically, Lookout retains all rights, title and interest in and to the Enterprise Services, source code, and any other related documentation or material provided by Lookout (including without limitation, all

patent, copyright, trademark, trade secret, and other intellectual property rights embodied in the foregoing) and all copies, modifications, and derivative works thereof. The Enterprise Services are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement.

13. Publicity. Lookout may identify Customer as a Lookout customer in promotional materials, unless Customer requests that Lookout stop doing so by providing written notice to Lookout.

14. Feedback. If Customer or its End Users provide Lookout with any suggestions, enhancement request, commendation, correction, or other feedback, Customer and its End Users grant Lookout a worldwide, perpetual, irrevocable, royalty-free license to use any such feedback without restriction or compensation. If Lookout accepts Customer's or its End User's submission, Lookout does not waive any rights to use similar or related ideas or feedback previously known to Lookout, developed by Lookout employees, or obtained from sources other than Customer.

15. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LOOKOUT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY HERETO, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LOOKOUT DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHER, LOOKOUT IS NOT RESPONSIBLE FOR ANY DEFECT OR ERROR RESULTING FROM THE MODIFICATION, MISUSE OR DAMAGE OF ANY OF THE SERVICES NOT DELIVERED BY LOOKOUT. LOOKOUT DOES NOT WARRANT AND SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY SOFTWARE OR OTHER NON-LOOKOUT SERVICES.

16. Indemnification.

a. By Customer. Customer will indemnify, defend, and hold harmless Lookout from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a claim regarding Customer's (i) breach of its obligations pursuant to Section 4 of this Agreement, or (ii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

b. By Lookout. Lookout will indemnify, defend, and hold harmless Customer from and against all damages, and costs (including settlement costs and reasonable attorneys' fees), if any, finally awarded against Customer from any claim of infringement or violation of any U.S. or E.U. issued patent, copyright or trademark asserted against Customer by a third-party based upon Customer's use of the Services in accordance with the terms of this Agreement. The foregoing indemnification obligation for Lookout shall not apply in the following circumstances (each, an "Indemnity Exclusion"): (1) if the Services are modified by any party other than Lookout, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Services are modified by Lookout at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Services are combined with other non-Lookout products or processes not authorized by Lookout; but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Services; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Services that Lookout has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Services.

c. Possible Infringement. If Lookout believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Lookout may at its sole discretion: (i) obtain the right for Customer, at Lookout's expense, to continue using the Services; (ii) provide a non-infringing replacement with substantially similar functionality; or (iii) modify the Services so that they no longer infringe.

d. Indemnity Procedures. The party seeking indemnification will promptly notify the other party of the claim within twenty (20) days of receiving notice of such claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written

consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE LOOKOUT AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

17. Limitation of Liability.

a. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, LOOKOUT SHALL NOT BE LIABLE TO THE CUSTOMER, END USER, OR ANY OTHER THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS TERMINATION OR NON-RENEWAL.

b. EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 16 OF THIS AGREEMENT, EACH PARTY AGREES THAT THE AGGREGATE AND CUMULATIVE LIABILITY OF LOOKOUT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO LOOKOUT OR ITS PARTNER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.

18. Data Protection. If Customer's use of the Service requires Lookout to process personal data falling within the scope of EU Regulation 2016/679 (the "GDPR"), the GDPR Data Processing Addendum ("DPA") set out at https://info.lookout.com/rs/051-ESQ-475/images/Lookout-DPA_180516_v2.pdf shall apply. The DPA shall hereby be incorporated into this Agreement by reference. In the event of any conflict between the terms of the DPA and this Agreement as they relate to End User Data, the DPA shall prevail to the extent of such conflict.

19. Term. This Agreement will remain in effect for the Subscription Term specified as set forth in the Order or until the Agreement is terminated as provided below.

20. Termination. Either Lookout or Customer may suspend performance or terminate this Agreement if: (i) the other party (including any End User of Customer) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of such breach or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Notwithstanding the foregoing, (i) either party may terminate this Agreement immediately in the event of a material breach by the other party of its obligations under Section 11 and (ii) Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Sections 2, 4, 6, or 7 or if any payment owed by the Customer is more than 60 days overdue.

21. Effects of Termination. a. If this Agreement terminates: (i) the rights granted by Lookout to Customer will cease immediately (except as set forth in this section); and (ii) the rights granted by Lookout to End User will cease immediately.

b. The following provisions of this Agreement shall survive the termination or expiration of this Agreement: Sections 1, 2(b)(ii), 7, 9, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22.

22. General Terms. a. Entire Agreement. This Agreement, together with the Enterprise User Terms of Service and any Orders constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will negotiate in good faith a replacement provision to replicate the intention of such provision to the maximum extent permitted under applicable law.

b. Notices. Notices must be sent via first class, airmail, electronic mail or overnight courier and are deemed given when received. Notices to Lookout must be sent to 275 Battery Street, Suite 200 San Francisco, CA (U.S.A.) 94111, Attn: Legal Department. Notices to the Customer will be sent to the address specified in the Order.

c. Governing Law. THE AGREEMENT AND THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, AND THE PARTIES EXPRESSLY CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

d. If Customer is a government or an agency or other unit of government located in the United States (a "US Government Customer") and the law establishing or otherwise governing such Customer expressly requires Customer to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which Customer is authorized to act, then the preceding paragraph shall not apply with respect to the US Government Customer's use of the Lookout Enterprise Service while performing in its official government capacity.

e. Assignment. Customer may not assign or transfer any part of this Agreement without the written consent of Lookout. Lookout may not assign this Agreement without providing notice to Customer, except Lookout may assign this Agreement without such notice to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

f. No Relationship. No agency, partnership, joint venture or employment is created between the parties as a result of this Agreement. Except as specifically provided herein, neither party is authorized to create any obligation, express or implied, on behalf of the other party, nor to exercise any control over the other party's methods of operation.

g. Force Majeure. If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, hardware failure, interruptions or failure of the Internet or third-party network connections, such party will be

excused from performance for the period of the delay and for a reasonable time thereafter.

h. Third Party Beneficiaries. Except as explicitly provided herein, there are no third party beneficiaries to this Agreement.

i. Terms Modification; Waiver. Lookout may revise this Agreement from time to time and the most current version will always be posted on the Lookout website. If a revision, in Lookout's sole discretion, is material, Lookout will notify Customer (for example, to the email address associated with the applicable account). Other revisions may be posted to Lookout's terms page, and You are responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If the amended Agreement includes any material adverse changes to Customer's rights or obligations and Customer does not wish to continue using Enterprise Services under the terms of the Amended Agreement, Customer may cancel the Services by providing Lookout written notice within thirty (30) days of the availability of the amended Agreement. Otherwise, no waiver, amendment or modification of any provision of this Agreement, and no variance from or addition to the terms and conditions of this Agreement in any Order or other written notification, shall be effective unless in writing and agreed to by the parties hereto. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy. No waiver of any term, condition or default of this Agreement shall be construed as a waiver of any other term, condition or default. This Agreement will not be supplemented or modified by any course of dealing or usage of trade.

j. Export Restrictions. The export and re-export of Services may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and Customer must not use the Services in violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, Customer must ensure that the Services are not provided to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

k. Government Users. Nothing herein makes Lookout a government contractor. If you are a government user or otherwise accessing or using the Lookout Service in

a government capacity, the Amendment to License Agreement for Government Users located

at <https://www.lookout.com/legal/enterprise-license-agreement-government> shall apply to you.

Appendix 3

Service Level Agreement

This Service Level Agreement between GBMS Tech Ltd (GBMS Tech) and the end user purchasing one of more licenses of Trident Lockdown™ (the End User), describes the services and service standards which GBMS Tech will provide to the End User (the Managed Service).

Overview

GBMS Tech will provide a Managed Service and products that deliver endpoint protection to the End User.

Endpoint Protection

Trident Lockdown™ Endpoint Protection powered by AppGuard is compatible with:

- Windows XP SP3, Windows 7 SP1 32/64Bit, Windows 8.1 Pro/Enterprise 32/64bit, Windows 10 (pre-1709) Enterprise 32/64bit, Windows 10 (pre-1709+) Enterprise 32/64bit, Windows 10 Pro 32/64bit, Windows 10 Home 32/64bit
- Windows Server 2008 SP1 64Bit (Requires KB3033929), Windows 2012 R2 64bit, Windows 2016 (pre-1803) 64bit, Windows 2016 (pre-1803+) 64bit, Windows Server 2019 64bit
- Red Hat Linux (7.4*, 7.5* , 7.6, 7.7, 8.1)
- Amazon Linux 2 (with Kernel Version 4.14+)

*only approved customer requests

Mobile

Trident Lockdown™ Mobile Endpoint Protection is compatible with:

- Android v5 onwards
- iOS v11 onwards

Services Provided

This Agreement provides the End User with a support service from GBMS Tech Ltd.

The services to be provided to the customer shall be limited to the following:

- On-line Monitoring of Agents: Unlimited 24/7/365
- Forensic Analysis of Threats
- Forensic Investigation & Resolution
- Email Technical Support: Unlimited. Response within 48 Hours
- All Agent Updates
- Generation of and issue of Threat Reports following resolution.
- Policy updates to add applications (including resolution of blocked applications)

- Valet Service. An additional chargeable service that is available for any customer by appointment, to receive additional support to install the product and to check other certain other settings to improve security
- 24/7/365 Customer support line (Toll free number)

Service Response Times

Contact to our service desk 24/7/365 can be via:

- email to support@gbmstech.com
- free phone number UK +44 204 506 2383 and
- toll free number USA +1 833 238 3437 toll.
- Any changes to the End User's trusted applications list (End User's base policy) will need to be emailed to policychange@gbmstech.com. This will be reviewed by GBMS Tech who shall respond via email, confirming the findings of the security checks and either agreeing to add this to the End User's base policy or recommending that it is not added.
- Remediation actions deemed necessary will be carried out within one business day of identification.

LEVELS OF SUPPORT AND ESCALATION PROCEDURES

Support End User calls and emails regarding product errors at installation or during operation

Examples:

- Install failure (following install procedure/videos issued in welcome email)
- General query around Trident Lockdown™ operation

Escalation Reproduce and resolve an error, resolution of which does not require source modification of code

Examples:

- Unable to run another application after installing Agent
- Performance issues after installing Agent
- Reporting or Notifications setup
- False Positive reporting

Further escalation Reproduce and resolve an error, resolution of which may require source code modification, including but not limited to remote support through telephone or e-mail.

Examples:

- All issues that remain unresolved by support of escalation.
- Removal (where possible) of a pre-existing infection
- Integration issues with other platforms

Due to the complexity of the escalation process, response times may increase depending on the complexity of the issue. We commit to resolve these issues as soon as reasonably practicable.

Valet Service

Valet service to be booked directly at <https://calendly.com/gbms-tech/valet-service-book> where timeslots can be booked. For larger groups we offer train the trainer instruction to pass on this information to the rest of their staff.

Valet service availability Monday to Friday

- 1pm to 1am UK Time
- 8pm to 8am USA Eastern Time
- 5pm to 5am USA Pacific Time

A screenshare service can be made available to assist the customer to set up and optimise their end point security.

We will provide installation instruction for Trident Lockdown™ and check Windows Defender is active.

We will check and confirm that two-factor authentication is set up on business email accounts of the End User being serviced by the valet service.

CUSTOMER RESPONSIBILITIES

End User shall install Trident Lockdown™ ensuring all documented pre- requisites are met.

End User accepts the End User Licence Agreements for both AppGuard and Lookout.

End User shall provide all information and make available all resources as reasonably requested by GBMS Tech service desk team in the execution of its obligations under this Agreement.

End User will use their best endeavours to follow the instructions of GBMS Tech service desk team and will be courteous and polite during any communications with GBMS Tech personnel.

End User shall not tamper with or try to alter the supplied Trident Lockdown™ agent in any way.

End User should report any blocked applications to the authorised contact at their company (policy owner or IT admin). Authorised contact must email policychange@gbmstech.com requesting the application to be added to the approved list (the End User's base policy). This will be reviewed by GBMS Tech who shall respond via email, confirming the findings of the security checks and either agreeing to add this to the End User's base policy or recommending that it is not added.

End User should have the following procedure in place to progress a fault to successful resolution:

End User reports fault to the GBMS Service Desk via phone or email

- support@gbmstech.com
- UK free phone +44 204 506 2383
- USA toll free +1 833 238 3437

GBMS will raise a ticket.

End User provides the GBMS Service Desk with following information:

- Site location
- Site Contact
- Site Contacts Telephone Number, Email Address
- End User Trouble Ticket Number if applicable
- Nature of Fault

Service Desk will try to resolve issue, if they cannot resolve they will escalate depending on the severity of the issue.

GBMS Service Desk will then review the ticket, confirm resolution and close the ticket.

If this is unresolvable by GBMS Tech due to End User not adhering to these rules or other reasonable recommendations provided by GBMS to resolve the matter, then assuming the End User is a Cyber Lockout client, GBMS Tech will advise Volante Global and request guidance from underwriters on best to resolve the matter.

The ticket will remain open until such time as guidance/resolution has been received from GBMS Tech.