Hook Security Inc.

immixTechnology Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)

1. **Scope**. This Rider and the attached Hook Security Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT contract number GS-35F- 0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.

b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

d) **Termination**. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) **Equitable remedies**. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe

weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that immixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

TERMS OF SERVICE

HOOK SECURITY INC., A DELAWARE CORPORATION, AND/OR ITS AFFILIATES ("HOOK SECURITY") IS WILLING TO GRANT ACCESS TO ITS SAAS (SOFTWARE AS A SERVICE) PRODUCTS TO YOU AS THE COMPANY OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SAAS PRODUCTS (REFERENCED BELOW AS "CUSTOMER") ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY OR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY OR ORGANIZATION TO THIS AGREEMENT. CUSTOMER AND HOOK SECURITY MAY EACH ALSO BE REFERRED TO AS A "PARTY" AND TOGETHER, THE "PARTIES."

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SAAS PRODUCTS. THIS SAAS TERMS OF SERVICE ("AGREEMENT") CONSTITUTES A LEGAL AND ENFORCEABLE CONTRACT BETWEEN THE CUSTOMER AND HOOK SECURITY BY   EXECUTING A WRITTEN ORDERTHE SAAS PRODUCTS, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, DO NOT INDICATE CONSENT ELECTRONICALLY AND MAKE NO FURTHER USE OF THE SAAS PRODUCTS.

1. Access and Use

1.1. Access and Use. Subject to payment of all applicable fees, including subscription fees and the terms and conditions of this Agreement, Hook Security grants Customer, during the Subscription Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the SaaS Products and applicable Documentation solely for Customers and its Affiliates' internal business purposes in accordance with the Documentation and in the quantity specified in the applicable Order. The Customer will operate the SaaS Products in accordance with the Documentation and be responsible for the acts and omissions of its Authorized Users, who must also agree to the terms and conditions specified herein.

1.2. Access and Restrictions. Customer shall not, directly or indirectly: (a) copy or reproduce the SaaS Products or the Documentation except as permitted under this Agreement; (b) exceed the subscribed quantities, users or other entitlement measures of the SaaS Products as stated in the applicable Order; (c) remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the SaaS Products, Documentation, or Hook Security Intellectual Property including, but not limited to, the PsySec™ unless specifically granted such right in a duly executed agreement with Hook Security; (d) assign, sell, resell, sublicense, rent, lease, time-share, distribute, or otherwise

transfer the rights granted to Customer under this Agreement to any third party except as expressly set forth herein or specifically granted such right in a duly executed agreement with Hook Security; (e) modify, reverse engineer, or disassemble the SaaS Products; (f) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code, or underlying ideas or algorithms of any part of the SaaS Products, attempt to recreate the SaaS Products or use the SaaS Products for any competitive purpose; (g) create, translate or otherwise prepare derivative works based on the SaaS Products, Documentation, or Hook Security Intellectual Property; (h) interfere with or disrupt the integrity or performance of the SaaS Products; (i) attempt to gain unauthorized access to the SaaS Products or its related systems or networks, or perform unauthorized penetration testing on the SaaS Products; (j) use the SaaS Products to infringe on the Intellectual Property rights, publicity rights, or privacy rights of any third party, or to store or transfer defamatory, trade libelous or otherwise unlawful data; or (k) send, store or process in the SaaS Products any personal health data, credit card data, personal financial data or other such sensitive regulated data not required by the Documentation, or any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. The Customer's authorized use of the SaaS Products is subject to the purchased quantities and features set forth in the applicable Order for the SaaS Products.

Fees for the SaaS Products are based on the use of the SaaS Products in a manner consistent with the Documentation including the invoice and subscription receipt. If Customer uses the SaaS products in a manner that is outside or in violation of the Documentation, then Customer will cooperate with Hook Security to address any applicable burden on the SaaS Products or pay an additional fee as required to maintain the subscription.

1.3. **Login Access to the SaaS Products.** Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the SaaS Products, (ii) that such Authorized Users have been trained in the proper use of the SaaS Products, and (iii) proper usage of passwords, tokens, and access procedures with respect to logging into the SaaS Products. In addition to the rights set forth in this Agreement, Hook Security may temporarily suspend Customer's access and use of the SaaS Products if there is an unusual and material spike or increase in Customer's use of the SaaS Products and Hook Security reasonably suspects or knows that such traffic or use is fraudulent or materially and harming the operating capability of the SaaS Products. Hook Security will provide notice before such suspension unless Hook Security reasonably believes that providing such notice poses a risk to the security of the SaaS Products or a risk of harm to or interference with Hook Security customers, operations, or third-parties. Hook Security will promptly reinstate the Customer's access and use once the issue has been resolved.

1.4. Trial Services. If Customer is using a free trial, a proof of concept version of the SaaS Products, a beta version of the SaaS Products, or using the SaaS Products on any other free-of-charge basis as specified in an Order including any related support services to the extent provided by Hook Security in its sole discretion (collectively, "Trial Services"), Hook Security makes such Trial Services available to Customer until the earlier of: (i) the end of the free trial, proof of concept period, or beta testing period as communicated by Hook Security specified in an Order; (ii) the start date of any purchased version of such SaaS Products; or (iii)written notice of termination from Hook Security ("Trial Services Period"). Hook Security grants Customer, during the Trial Services Period, a non-exclusive, non-transferable right to access and use the Trial Services for Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement. Customers are authorized to use Trial Services only for evaluation and not for any business or productive purposes unless otherwise authorized by Hook Security in writing. Any data Customer enters into the Trial Services and any configurations made to the Trial Services by or for Customer during the term of such Trial Services will be permanently lost unless Customer: (a) has purchased a subscription to the same SaaS Products as covered by the Trial Services; or (b) exports such data or configurations before the end of the free period. There is no guarantee that features or functions of the Trial Services will be available, or if available will be the same, in the general release version of the SaaS Products, and Customer should review the SaaS Products features and functions before making a purchase. Hook Security will be under no obligation to provide Customer any maintenance or support services with respect to the Trial Services. Notwithstanding anything to the contrary, Hook Security provides the Trial Services "as is" and "as available" without any warranties or representations of any kind. To the extent permitted by law, Hook Security disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement. The Customer assumes all risks and all costs associated with its use of the Trial Services. The Customer's sole and exclusive remedy in case of any dissatisfaction or Hook Security's breach of the Agreement with respect to such Trial Services is the termination of the Trial Services. Any obligations on behalf of Hook Security to indemnify, defend, or hold harmless under this Agreement do not apply to Customers using Trial Services.

1.5. Third-Party Materials. The SaaS Products include Third-Party Materials subject to their respective OSS ("Open Source") Licenses as indicated in the Documentation, if applicable. Hook Security warrants that such Third-Party Materials will not diminish the license rights provided to Customer herein or limit Customer's ability to use the SaaS Products in accordance with the Documentation, or create any obligation on the part of Customer to license Customer's software or products under any open source or similar license. Nothing herein shall derogate from mandatory rights Customer may have under any OSS Licenses, if any.

1.6. Support. As part of its provision of the SaaS Products, Hook Security shall make available technical support to the Customer in accordance with Hook Security 's then-applicable support terms. Upon notification from Hook Security, Customer shall promptly update any Agents on Customer systems that interact with the SaaS Products. Customer acknowledges and agrees that its failure to timely install such an update may result in disruptions to or failures of the SaaS Products, security risks, or suspension of Customer's access to the SaaS Products, without any liability for Hook Security to Customer.

1.7. Mobile Applications. With regard to SaaS Products that require the use of mobile applications by an Authorized User, the Customer shall ensure that all Authorized Users promptly download and install all available updates for the mobile applications. The Customer further acknowledges and agrees that the SaaS Products may not properly operate should any Authorized User fail to do so, and that Hook Security is not liable for any damages caused by a failure to update mobile applications accordingly.

2. Payment and Taxes

2.1. Payment Terms. Customer shall pay all invoices and subscriptions within ten (10) days of the invoice receipt date, without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith). Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Hook Security may invoice for purchases of SaaS Products upon delivery.

2.2. Taxes. Hook Security shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). For the avoidance of doubt, Hook Security will be responsible for direct taxes imposed on Hook Security's net income or gross receipts in its tax jurisdiction.

2.3. Indirect Orders. If Customer places an Indirect Order, then Hook Security grants the rights described in this Agreement in consideration for and subject to: (a) Customer's agreement to comply with the pricing and payment terms of the Indirect Order, to be separately agreed between Customer and the applicable Channel Partner; and (b) Customer's agreement to comply with its obligations set forth in this Agreement (including the restrictions on use of the SaaS Products). Notwithstanding the foregoing, the final sales price or rate shall be freely and independently determined between the applicable Channel Partner and Customer. For the avoidance of doubt, in the case of such an Indirect Order, any indication in this Agreement of an agreement between Customer and Hook Security for the price payable by Customer for such Indirect Order shall be null and void and not form a binding part of this Agreement and the provisions of this Agreement related to payment terms, pricing and/or order procedures shall not apply.

3. Rights in Intellectual Property

3.1. Intellectual Property. Except for the rights granted in this Agreement, all rights, title, and interest in and to the SaaS Products, Documentation, and Hook Security's Intellectual Property are reserved by Hook Security, its Affiliates, and licensors. Except as provided for herein, all rights, title, and interest in and to Customer Intellectual Property are reserved by Customer, its Affiliates, or licensors. Nothing in this Agreement shall (a)transfer ownership of any Intellectual Property rights from one Party to the other, or (b)provide either Party a right to use the other Party's trade names, logos, or trademarks.

3.2. Customer Data. The Customer owns all rights, titles, and interests in all Customer Data. Nothing in this Agreement shall be construed to grant Hook Security any rights in Customer Data beyond those expressly provided herein. Customer grants Hook Security and its Affiliates the limited, non-exclusive, worldwide right to view and use the Customer Data solely for the purpose of providing the SaaS Products.

3.3. Usage Data and Suggestions. Hook Security shall be permitted to collect and use the Usage Data for its reasonable business purposes and for Customer's benefit. In the event Hook Security wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymized and presented in the aggregate so that it will not identify Customer or its Authorized Users. The foregoing shall not limit in any way Hook Security's confidentiality obligations pursuant to Section 4 below. To the extent that Customer provides Hook Security with Suggestions, such Suggestions shall be free from any confidentiality restrictions that might otherwise be imposed on Hook Security pursuant to this Agreement, and may be implemented by Hook Security in its sole discretion. Customer acknowledges that any Hook Security products or materials incorporating any such Suggestions shall be the sole and exclusive property of Hook Security.

4. Confidentiality

4.1. Confidential Information. The Parties acknowledge that each may disclose (the "Disclosing Party") certain valuable confidential and proprietary information to the other (the "Receiving Party"). The Receiving Party may only use the Disclosing Party's Confidential Information to fulfill the purposes of this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information by using at least the same

degree of care as the Receiving Party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure, or publication of such Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its(and its Affiliates) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially similar to those contained herein. This Section 4 supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to Confidential Information and is a complete and exclusive statement thereof.

4.2. Exceptions. Information will not be deemed Confidential Information if it: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without the use of or reliance on the Disclosing Party's Confidential Information, and the Receiving Party can provide evidence to that effect. The Receiving Party may disclose Confidential Information pursuant to the requirements of a court, governmental agency, or by operation of law but shall (to the extent permissible by law) limit such disclosure only the information requested and give the Disclosing Party prior written notice sufficient to permit the Disclosing Party to contest such disclosure.

4.3. Advertising and Publicity. Neither Party shall make or permit to be made any public announcement concerning the relationship between the Parties without the prior written consent of the other Party.

5. Security and Processing of Personal Data

5.1. Customer Data Content. As between Hook Security and Customer, Customer owns and is solely responsible for: (i) the content, quality, and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the SaaS Products; (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with Hook Security (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.

5.2. Security of Customer Data. Hook Security shall: (i) ensure that it has in place appropriate administrative, physical, and technical measures designed to protect the security and

confidentiality of Customer Data against any accidental or illicit destruction, alteration, or unauthorized access or disclosure to third parties; (ii) have measures in place designed to protect the security and confidentiality of Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement. Hook Security shall not materially diminish its security controls with respect to Customer Data during a particular SaaS Products term.

6. Warranties

6.1. SaaS Products Warranty. During the Subscription Term, Hook Security warrants that the SaaS Products will perform in substantial conformity with the Documentation and that the SaaS Products are not designed to, and do not, contain viruses, worms, Trojan horses, or other unintended malicious or destructive code. The above warranties are void if the failure of the SaaS Products has resulted from negligence, error, or misuse of the SaaS Products by Customer, the Authorized User, or by anyone other than Hook Security Customer shall be required to report any breach of warranty to Hook Security within a period of three (3) days of the date on which the incident giving rise to the claim occurred. Hook Security's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties, will be for Hook Security, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if Hook Security fails to correct the breach within cure period, Customer may terminate the affected Order and, in such event, Hook Security shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected SaaS Products.

6.2. Compliance with Law. Each Party shall comply with all applicable laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.

6.3. Disclaimer. Any and all warranties, expressed, incorporated, or implied, are limited to the extent and period in this Agreement. To the maximum extent allowed by applicable law, Hook Security disclaims all other warranties, conditions, and other terms, whether express or implied or incorporated into this Agreement by statute, common law or otherwise, including the implied conditions and warranties of merchantability and fitness for a particular purpose. Hook Security will have no liability for delays, failures, or losses attributable or related in any way to the use or implementation of third-party software or services not provided by Hook Security.

7. Indemnification

7.1. Reserved.

7.2. Hook Security shall have the right to intervene to defend and indemnify Customer and/or its Affiliates and their officers, directors, and employees against all third-party claims, suits, and proceedings resulting from the violation, misappropriation, or infringement of such third-party's patent, copyright, trademark, or trade secret caused by Hook Security's SaaS Products, including all directly related losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) incurred by Hook Security.

7.3. Reserved.

7.4. Process. Each Party's defense and indemnification obligations herein will become effective upon, and are subject to: (a) the indemnified Party's prompt notification to the indemnifying Party of any claims in writing; and (b) the indemnified Party providing the indemnifying Party with full and complete control, authority and information for the defense of the claim, provided that the indemnifying Party will have no authority to enter into any settlement or admission of the indemnified Party's wrongdoing on behalf of the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld).At the indemnifying Party's request, the indemnified Party shall reasonably cooperate with the indemnifying Party in defending or settling any claim.

7.5. Exclusions. The above Hook Security obligations to defend and indemnify will not apply in the event that a claim arises from or relates to: (a) use of the SaaS Products not in accordance with the Documentation and this Agreement; (b) Customer's use of the SaaS Products in violation of applicable laws; (c) any modification, alteration or conversion of the SaaS Products not created or approved in writing by Hook Security ; (d) any combination or use of the SaaS Products with any computer, hardware, software, data or service not required by the Documentation; (e) Hook Security's compliance with specifications, requirements or requests of Customer; or (f) Customer's gross negligence or willful misconduct.

7.6. Remedies. If the SaaS Products becomes, or Hook Security reasonably determines that the SaaS Products is likely to become, subject to a claim of infringement for which Hook Security must indemnify Customer as described above, Hook Security may at its option and expense: (a) procure for Customer the right to continue to access and use the SaaS Products, (b) replace or modify the SaaS Products so that it becomes non-infringing without causing a material adverse effect on the functionality provided by the infringing SaaS Products, or (c) if neither of the above options is available in a timely manner on commercially reasonable terms, terminate the affected Order and provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected SaaS Product. This Section states the sole liability of Hook Security and the exclusive remedy of Customer with respect to any indemnification claims arising out of or related to this Agreement.

8. Limitation of Liability

8.1. Maximum Liability. Except for liability caused by Hook Security's intellectual property infringement indemnification obligations in Section 7.2, Customer's infringement as specified in Section 7.1, Customer's data infringement indemnity in Section 7.3, and Customer's payment obligations herein, in no event will either Party's maximum aggregate liability arising out of or related to this Agreement, regardless of the cause of action and whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, exceed the total amount paid or payable to Hook Security under this Agreement during the twelve (12) month period preceding the date of the initial claim.

8.2. No Consequential Damages. Neither Party will have any liability to the other Party for any loss of profits or revenues, loss of goodwill, or for any indirect, special, incidental, consequential, or punitive damages arising out of, or in connection with this Agreement, however caused, whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, and whether or not the Party has been advised of the possibility of such damages.

8.3. Construction. This Agreement is not intended to and will not be construed as excluding or limiting any liability which cannot be limited or excluded by applicable law, including liability for (a) death or bodily injury caused by a Party's negligence; or (b) gross negligence, willful misconduct, or fraud.

9. Assignment

9.1. Assignment. Either Party may assign any and all of its rights and obligations under this Agreement to a successor in interest in the event of a merger or acquisition in accordance with the provisions set forth at FAR 42.1204.

10. Restricted Rights and Export Control

10.1.   **Export Control.** The exportation of the SaaS Products and Documentation, and all related technology and information thereof are subject to U.S. laws and regulations pertaining to export controls and trade and economic sanctions, including the U.S. Export Administration Act, Export Administration Regulations, the Export Control Reform Act, and the Office of Foreign Assets Control's sanctions programs, the laws of the State of Israel, and the laws of any country or organization of nations within whose jurisdiction Customer (or its Authorized Users who may use or otherwise receive the SaaS Products as expressly authorized by this Agreement) operates or does business, as amended, and the rules and regulations promulgated from time to time thereunder. Customer agrees not to export, re-export, access, or grant access to the SaaS Products and all related technology, information, materials and any upgrades thereto to: (a) any Prohibited Persons; (b) any country to which such export, re-export or access from is restricted or prohibited per the foregoing applicable laws; or (c) otherwise in violation of any applicable export or import restrictions, laws or regulations. The Customer also certifies that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person.

10.2.   **Commercial Computer Software.** If Customer is an agency or contractor of the United States Government, Customer acknowledges and agrees that: (i) the SaaS Products (including any software forming a part thereof) were developed entirely at private expense; (ii) the SaaS Products (including any software forming a part thereof) in all respects constitute proprietary data belonging solely to Hook Security; (iii) the SaaS Products (including any software forming a part thereof) are not in the public domain; and (iv) the software forming a part of the SaaS Products is "Commercial Computer Software" as defined in subparagraph (a)(1) of DFAR section 252.227-7014 or FAR Part 12.212. Customer shall provide no rights in the Software(including any software forming a part thereof) to any U.S. Government agency or any other party except as expressly provided in this Agreement.

11. Professional Services

11.1.   **Professional Services.** Customers may separately purchase from Hook Security professional services in relation to the SaaS Products as may be generally available by Hook Security to Customers, pursuant to Hook Security's then applicable professional services terms.

12. Term and Termination

12.1.   **Term.** This Agreement will be effective upon acceptance by Customer through the activation of the Subscription and shall remain in force during the applicable Subscription

Term of the SaaS Products unless or until terminated by either Party pursuant to this Section. The successful submission of Hook Security's subscription form or valid purchase order constitutes the beginning of the Subscription Term. All Subscription Terms are a minimum of twelve (12) consecutive calendar months beginning on the day that payment is received.

12.2. **Termination.** Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (i) materially breaches this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of the breach from the other Party; or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business. In addition, a Party may terminate this Agreement, a Statement of Work ("SOW"), or a Schedule, in whole or in part, or cease provision of the SaaS Products if required to comply with applicable law or regulation, and such termination will not constitute a breach of this Agreement by the terminating Party. Hook Security reserves the right to suspend Customer's access to the applicable SaaS Products without written notice to Customer if: (i) an invoice is more than thirty (30) days past due; or (ii) if there is an uncured material breach of this Agreement. Hook Security will promptly reinstate the Customer's access and use of the SaaS Products/provision of the Professional Services once the issue has been resolved When the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hook Security shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Any accrued rights and obligations will survive termination.

12.3. **Effects of Termination/Expiration.** Upon termination or expiration of an applicable Subscription Term: (i) Customer will have no further right to access or use the SaaS Products; and (ii) each Party shall within thirty (30) days after written request return or destroy any tangible Confidential Information of the other Party within its possession or control that is not contained on the SaaS Products. Any Customer Data contained on the SaaS Products will be deleted within sixty (60) days of termination or expiration of Customer's Subscription Term. Customer acknowledges that it is responsible for exporting any Customer Data to which Customer desires continued access after termination/expiration, and Hook Security shall have no liability for any failure of Customer to retrieve such Customer Data and no obligation to store or retain any such Customer Data after such sixty (60) day period. Following the termination of the SaaS Products, Hook Security may immediately deactivate the Customer's account. Any accrued rights and obligations will survive termination.

13. Miscellaneous

13.1. **Independent Contractors.** Nothing in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between Hook Security and Customer, and neither Party will have the right, power, or authority to obligate or bind the other in any manner whatsoever.

Notice. All Notices will be in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service; or (d) when provided via email when the sender has received a delivery/read receipt. Notices for Hook Security should be sent to the following addresses: (i) for physical Notices to the following address:502 East Main Street, Lakeland, Florida 33801, U.S.A. and (ii) for electronic Notices to: support@hooksecurity.co.

13.2. **Force Majeure.** In accordance with GSAR 552.212-4(f), With the exception of Customer's payment obligations herein, neither Party will be liable to the other Party for any delay or failure to perform which is due to fire, pandemic, virus, epidemic, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes or other labor difficulties, or other causes beyond its reasonable control. That said, after such an event, both Parties will resume performance promptly after the cause of such delay or failure has been removed.

13.3. **Governing Law and Jurisdiction.** Each Party agrees and submits to the Federal laws of the United States. To the extent not prohibited by applicable law, each of the Parties hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

13.4. **Entire Agreement, Execution, and Modification.** This Agreement supersedes all prior agreements and representations between the Parties regarding the specific subject matter of this Agreement. The terms and conditions contained in any Order issued by Customer will be of no force or effect, even if the Order is accepted by Hook Security may make changes to these Terms of Service from time to time. If Hook Security makes a material change to any of the foregoing, Hook Security will inform Customer by email to the email address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from Hook Security), or through a banner or other prominent notice within the SaaS Products, or through the Hook Security support platform. If Customer does not agree to the change, Customer must notify Hook Security by email to support@hooksecurity.co within thirty (30) days after Hook Security's notice. If Customer so notifies Hook Security, then Customer will remain governed by the most recent terms of service applicable to Customer until the end of the then-current month of the Subscription Term and the updated terms shall apply upon the commencement of the subsequent Subscription Term.

13.5. **Severability and Waiver.** This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Should any term or provision of this Agreement be declared void or unenforceable by any court of competent jurisdiction, the Parties intend that a substitute provision will be added to this Agreement that, to the greatest extent possible, achieves the intended commercial result of the original provision. The failure of either Party to enforce any rights granted to it hereunder or to take action against the other Party in the event of any breach hereunder will not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

14. **Definitions and Interpretation.** The following definitions and rules of interpretation apply in this Agreement:

14.1. "Affiliate" means a company controlling, controlled by, or under common control with a Party (an entity will be deemed to have control if it owns over 50% of another entity).

14.2. "Agents" means Hook Security's proprietary software, systems and locally-installed software agents and connectors that interact with the SaaS Products as may be provided by Hook Security in connection with the SaaS Products.

14.3. "Applicable Data Protection Laws" means the EU General Data Protection Regulation(2016/679) ("GDPR"), any applicable laws of EU member states implementing the GDPR, and the California Consumer Privacy Act ("CCPA"), in each case as amended, consolidated, re-enacted, or replaced from time to time and only if and insofar as they apply.

14.4. "Authorized Users" means employees, agents, consultants, contractors, or vendors authorized by Customer to use the SaaS Products solely for the internal use of Customer and its Affiliates, subject to the terms and conditions of this Agreement.

14.5. "Channel Partner" means a third-party business entity that Hook Security has appointed as an approved partner to as applicable, distribute, re-sell and support the SaaS Products.

14.6. "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party concerning the disclosing Party or its Affiliates' business, products or services that is not generally known to the public, including information relating to customers, vendors, trade secrets, prices, products, services, computer programs and other intellectual property and any other information which a Party should reasonably understand to be considered Confidential Information whether or not such information is

marked "Confidential" or contains such similar legend by the disclosing Party at the time of disclosure.

14.7. "Customer Data" means all data and/or content uploaded to the SaaS Products by Customer (including where applicable Authorized Users), and all data derived from it, including personal data. For the avoidance of doubt, Customer Data does not include Usage Data.

14.8. "Hook Security" means Hook Security, Inc., a Delaware corporation.

14.9. "Documentation" means the user guides, installation documents, security fundamentals documentation, and specifications for the SaaS Products that are made available from time to time by Hook Security in electronic or tangible form, but excluding any sales or marketing materials.

14.10. "Indirect Order" means an Order for the Software or Services from a Channel Partner of the Customer's choosing pursuant to an independent commercial agreement.

14.11. "Indirect Taxes" means excise, sales, use, gross-turnover, value-added, goods, and services tax, or other similar types of indirect taxes, duties, customs, or tariffs (however designated, levied or based and whether foreign or domestic, federal, or state).

14.12. "Intellectual Property" means a Party's proprietary material, technology, or processes (excluding the SaaS Products and Documentation), including services, software tools, proprietary framework and methodology, hardware designs, algorithms, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned or licensed by a third party) and any derivatives, improvements, enhancements or extensions of such Intellectual Property conceived, reduced to practice, or developed.

14.13. "Notice" means any notice or other communication required or permitted under this Agreement.

14.14. "Order" means Hook Security's quote accepted by Customer via Customer's purchase order or other ordering document submitted to Hook Security (directly or indirectly through a Channel Partner) to order Hook Security's SaaS Products, which references the SaaS Products, pricing, payment terms, quantities, and other applicable terms set forth in an applicable Hook Security quote or ordering document.

14.15. "OSS Licenses" means the respective open source licenses that the Third-Party Materials are subject to.

14.16. "Prohibited Persons" means anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list.

14.17. "SaaS Products" means the software-as-a-service products specified in the Order as further described in the Documentation (including any updates and upgrades to the SaaS Products provided by Hook Security in its sole discretion, and any software, systems and locally-installed software agents and connectors that interact with the SaaS Products as may be provided by Hook Security in connection with the SaaS Products).

14.18. "Subscription Term" means the period of time during which a Customer is subscribed to the SaaS Products, as specified in an Order and which shall begin upon delivery of the SaaS Products.

14.19. "Suggestions" means, any ideas or suggestions for improvements, new features, functionalities, corrections, enhancements, or changes to the SaaS Products suggested by Customer to Hook Security, which constitute Intellectual Property rights under applicable law.

14.20. "Third-Party Materials" means open-source software programs that are made available by third parties under their respective OSS Licenses.

14.21. "Usage Data" means data generated in connection with the Customer's access, use, and configuration of the SaaS Products and data derived from it (e.g., types of applications or accounts utilized or interacting with the SaaS Products).

14.22. Any words following the terms 'including' or 'include' shall be regarded as examples only and not construed as an exhaustive list.

Should Customer have any questions concerning this Agreement, or if Customer desires to contact Hook Security for any reason, please email us at: support@hooksecurity.co

Last Updated: September 14, 2023

HOOK SECURITY INC.   [COMPANY NAME]

Name: _____   Name: _____

Title: _____

Date: _____

Title: _____

Date: _____