

DUO SECURITY LICENSE ADDENDUM

This Duo Security License Addendum (this “Addendum”) is a legal agreement made between NOYNIM LLC, a Colorado limited liability company (“Service Provider”), and you (“Customer”), for access to the Licensed Product.

1. Definitions. As used in this Addendum, the following terms have the meanings set forth below:

“Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Licensed Products under the rights granted to Customer pursuant to the Master Agreement and this Addendum.

“Duo Security” means Duo Security, LLC, its successors and assigns.

“End User License Agreement” means the end user license agreement or similar agreement governing the use of the Licensed Product, as may be amended from time to time by Duo Security.

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

“Licensed Product” means the Duo Security software or cloud-based services provided with or incorporated into the Services provided by Service Provider pursuant to the Master Agreement and identified in a PO or SOW.

“Master Agreement” means the Information System Consulting Agreement or Master Services Agreement between Service Provider and Customer, as may be amended from time to time, together with any POs, SOWs, and any other exhibits or attachments thereto, between Noynim, or an Affiliate of Noynim, and Customer.

“User Documentation” means the Duo Security user documentation which Service Provider distributes to Customer and Customer’s Authorized Users in connection with the use of the License Products.

2. License; Ownership; Restrictions.

(a) Subject to and conditioned on Customer’s compliance with the terms of the Master Agreement, this Addendum, and the End User License Agreement, Service Provider hereby grants Customer a non-exclusive, non-transferrable, non-sublicensable, limited right to use and access the Licensed Product in

connection with the Services provided by Service Provider during the term of the applicable PO or SOW.

(b) Customer acknowledges that Duo Security owns all right, title, and interest, including all Intellectual Property Rights, in and to the Licensed Product. Subject only to the license to Customer under Section 2(a), all Intellectual Property Rights in and to the Licensed Product are reserved by Duo Security.

(c) Customer shall not, and shall not permit any other person, to (i) copy, modify, or create derivative works of the Licensed Product, in whole or in part or (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the Licensed Product, in whole or in part.

(d) The Duo Service Terms and Conditions (for end-customers of a Reseller) located at <https://duo.com/legal/pass-through-terms> (the “Duo Service T&C”) are hereby incorporated into this Addendum by reference. Customer’s and Customer’s Authorized Users shall be bound by the Duo Service T&C.

(e) Customer’s right to use or access, and the right of Customer’s Authorized Users to use or access, the Licensed Products are conditional on compliance with this Addendum.

3. Warranty Disclaimers. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE USER DOCUMENTATION, NO REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) ARE MADE BY DUO SECURITY OR SERVICE PROVIDER WITH RESPECT TO THE LICENSED PRODUCT.

4. Indemnification. Customer hereby agrees to protect, defend, hold harmless, and indemnify Service Provider, its affiliates, and their respective officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, costs and expenses whether or not involving a claim by a third party, including reasonable attorneys' fees and expenses, actually or allegedly, directly or indirectly, arising out of or related to (a) Customer’s or its Authorized Users’ use of the Licensed Product, (b) Customer’s or its Authorized Users’ breach of any terms and conditions of this Agreement, the End User License Agreement, or the User Documentation, (c) Customer’s or its Authorized Users’ use of the Licensed Product in violation of any applicable law by Customer or its Authorized Users.

5. Third-Party Beneficiary. Duo Security is an intended third-party beneficiary of this Addendum and the disclaimers and limitations on liability herein, and Duo Security shall have the right to enforce such terms as a third-party beneficiary hereof.

Master Agreement. If any terms in the Master Agreement conflict with the terms of this Addendum, this Addendum shall control.