

THREATLOCKER LICENSE ADDENDUM

This ThreatLocker 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. Your access to and use of the Licensed Product shall be subject to this Agreement, as may be modified from time to time by Service Provider.

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.

“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 ThreatLocker.

“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 ThreatLocker 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.

“ThreatLocker” means ThreatLocker, Inc., its successors and assigns.

“User Documentation” means the ThreatLocker 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. Customer acknowledges and agrees that it has received a copy of the End User License Agreement and agrees to comply with the terms thereof.

(b) Customer acknowledges that ThreatLocker 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 ThreatLocker.

(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) 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 THREATLOCKER OR SERVICE PROVIDER WITH RESPECT TO THE LICENSED PRODUCT.

4. Exclusion of Damages. IN NO EVENT WILL THREATLOCKER BE LIABLE UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT, THIS ADDENDUM OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

5. Confidentiality.

(a) Certain Confidential Information of ThreatLocker may be disclosed to Customer during the term of the Master Agreement and this Addendum. Customer will not use any such Confidential Information for any purpose not expressly permitted by this Addendum and will disclose the Confidential Information of the ThreatLocker only to the employees of Customer who have a need to know such Confidential Information for purposes of the Master Agreement and this Addendum and who are under a duty of confidentiality no less restrictive than Customer's duty under the Master Agreement and this Addendum. Customer will protect ThreatLocker's Confidential Information from unauthorized use, access, or disclosure in the same manner as Customer protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(b) Customer will return to Service Provider or ThreatLocker all Confidential Information of ThreatLocker in Customer's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Service Provider or ThreatLocker or the expiration or termination of the Master Agreement or this Addendum, whichever is earlier. At ThreatLocker's request, Customer will certify in writing signed by an officer of Customer that it has fully complied with its obligations under this subsection.

(c) Customer acknowledges and agrees that any unauthorized use or disclosure of ThreatLocker's Confidential Information by Customer or Customer's representatives would cause irreparable harm, and therefore, in addition to any other remedy available in law, ThreatLocker shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent such disclosure or unauthorized use or threatened disclosure or unauthorized use. Nothing herein contained shall be construed to prohibit ThreatLocker from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

6. 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.

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

8. Assignment. Service Provider may freely assign this Addendum to ThreatLocker without prior notice or consent from Customer.

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