

INKY END USER LICENSE AGREEMENT

This Inky End User License Agreement (“EULA”) governs your use of the Inky anti-phishing solution (“Platform”), including any Inky Property (hereinafter defined) provided by Inky Technology Corporation or its subsidiaries and affiliates (collectively referred to as “Inky”), in printed, electronic, or other form, to you (“You” or “Your” or “End User”) for Your use pursuant to and subject to a hosted services agreement (“Platform Agreement”) between You and an Inky reseller or managed services provider (“Inky Partner”). Inky and End User are each a “Party” to this Agreement and are together referred to herein as the “Parties”.

1. DEFINITIONS.

- 1.1 “Confidential Information” is as defined in Section 4.1 of this Agreement.
- 1.2 “End User Data” means any data or information relating to You, generated by and/or through Your access to and/or use of the Platform, or which was acquired by Inky during the course of providing the Platform to You, including Your Confidential Information, Personal Information, information about individual phishing attacks on You, Your data, and email content (including associated meta-data).
- 1.3 “Dashboard Data” means meta-data retained by Inky for the purposes of providing an analysis tool to End User and to populate End User’s administration console. The administration console allows End User to view current and historical decisions made by the Platform, to assess current threats, and to intuit overall security/situational awareness.
- 1.4 “End User” means You, the entity You are associated with that uses the Platform, and its employees, contractors, agents and/or representatives having an email address associated with Your entity and uses the Platform.
- 1.5 “Hosting Provider” means the provider hosting the Platform as identified in the Platform Agreement.
- 1.6 “Hosting Services” means the provision of on-demand online access to the Platform by the Hosting Provider in accordance with the terms of service referenced herein.
- 1.7 “Intellectual Property Rights” means any and all: (i) registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, design, mask work, typography, database protection, or other intellectual property rights or proprietary rights laws, (ii) similar or equivalent rights or forms of protection arising under statutory or common law, contract, or otherwise, whether or not perfected, (iii) goodwill associated with the foregoing, and (iv) customizations, enhancements, improvements, modifications and derivative works of and to the foregoing described in (i) through (iv), as may now or in the future exist in any part of the world, in all media, for all versions and elements, in all languages, and for the entire duration of such rights.
- 1.8 “Inky Property” is as defined in Section 6 of this Agreement.
- 1.9 “Learned Data” is as defined in Section 5.4 of this Agreement.
- 1.10 “Personal Information” means any non-public personal information of a Party or its customers that is protected by any law applicable to such Party and is disclosed by a Party to the other Party in connection with this Agreement.

1.11 “Term” is as defined in Section 3.1.

2. GRANT OF RIGHT.

2.1 Subject to the terms and conditions of this EULA, Inky will use Hosting Provider to host the Platform and hereby grants End Users a revocable, non-transferable, and non-exclusive right to access and use the Platform remotely. End User may only access and use: (a) the Platform for its intended purpose and in the ordinary course of its business; and (b) the services provided by the Hosting Provider in connection with this Agreement for its intended purpose as related to the Platform and in the ordinary course of its business.

2.2 End User is solely responsible for completing any implementation and onboarding steps located at <https://www.inky.com/hubfs/Exhibit A - Inky Onboarding.pdf>, which are minimum requirements necessary to allow Inky to enable and activate the Platform for End User, the terms, steps, and procedures of which are incorporated herein by reference.

3. TERMINATION.

3.1 This EULA is effective from the earlier of the date You activate or begin using the Platform, until terminated according to its terms (“Term”).

3.2 You or Inky may terminate this EULA, at any time, for any reason. Termination by Inky will be effective upon (a) notice to You or (b) termination of Your Inky account or (c) at the time of Inky’s decision to discontinue offering and/or supporting the Platform. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You (a) must take all necessary steps to disconnect any services and connections to Inky’s Platform, and (b) destroy all Inky Property in your possession or control. All rights, licenses, consents and authorizations granted by Inky to End User hereunder will immediately terminate.

4. CONFIDENTIALITY.

4.1 Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose non-public or proprietary information including but not limited to information relating to the Disclosing Party’s technology or business identified as proprietary or confidential, or which given its nature and the circumstances surrounding its disclosure should reasonably be construed to be confidential, including, without limitation End User Data and Personal Information (hereinafter referred to as “Confidential Information” of the Disclosing Party). The Receiving Party agrees: (i) not to disclose, divulge or otherwise make available to any third party any such Confidential Information; (ii) to give access to such Confidential Information solely to those employees or independent contractors with a need to have access thereto for purposes of this Agreement and who agree to policies and obligations consistent with the terms of this Agreement with respect to such Confidential Information or by the nature of the capacity in which they render services (it is implicit they assume obligations consistent with the terms of this Agreement and for which it shall be liable for the acts or omissions of such employees or independent contractors); (iii) to hold Disclosing Party’s Confidential Information in confidence and protect such Confidential Information from unauthorized disclosure and take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Receiving Party takes with its own proprietary information, but in no event will Receiving Party apply less than commercially reasonable precautions to protect such Confidential Information, and (iv) not to use or duplicate the Confidential Information of the other Party for any purpose other than to

perform its obligations or exercise its rights hereunder. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in Receiving Party's possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without any obligations of confidentiality by a third party, or (d) was independently developed by or for Receiving Party without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order or request, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (to the extent permitted by applicable law) to allow Disclosing Party to contest such order and the Receiving Party shall reasonably cooperate, at the Disclosing Party's expense, with the Disclosing Party in protecting against any such disclosure and/or obtaining a restraining or similar protective order. In the event that the parties are not successful in obtaining a protective order and the Receiving Party is, in the opinion of its counsel, compelled to disclose the Confidential Information, the Receiving Party may disclose such information solely in accordance with and for the limited purpose of compliance with the court order or governmental or regulatory requirement or request without liability hereunder and in any such event, the Receiving Party will use its reasonable best efforts (and will reasonably cooperate with the Disclosing Party in its efforts) at Disclosing Party's expense to ensure that such Confidential Information and other information that is so disclosed will be accorded confidential treatment.

- 4.2 Either Party has the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such Party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.
- 4.3 Upon written request at any time, the Receiving Party will return to the Disclosing Party in an industry standard encrypted electronic format, or destroy at the Disclosing Party's request, any and all of the Disclosing Party's Confidential Information then in the Receiving Party's possession or control and, if destroyed, provide the Disclosing Party with written confirmation of such destruction, provided that the Receiving Party may retain one (1) encrypted copy of the Confidential Information it deems necessary to comply with its internal retention policies or any obligations under all applicable law and any Confidential Information it believes cannot reasonably be destroyed (such as oral communications reflecting Confidential Information, electronic mail back-up records, back-up server tapes and any similar such automated record-keeping or other retention systems), which shall remain subject to the confidentiality terms of this Agreement in perpetuity.

5. INTELLECTUAL PROPERTY RIGHTS.

- 5.1 Except as expressly set forth herein, Inky alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to (i) Inky Property, the Platform, including without limitation, improvements, enhancements, additions or other modifications made thereto, and/or (ii) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by End User or any third party relating to Inky Property, the Platform, which are hereby assigned to Inky. End User will not copy,

distribute, reproduce or use any Inky Property except as expressly permitted under this Agreement.

- 5.2 Subject to End User's compliance with the terms and conditions of this Agreement, Inky hereby grants End User, during the Term of this Agreement, a limited, non-exclusive, revocable (as provided herein), non-sublicensable, royalty-free right and license to use solely that portion of the Inky Property generated or provided by the Platform specifically in the administration console pursuant to this Agreement, solely internally, and in the ordinary course of its business, including any documentation, reports, analyses, in each case, each made part of such Inky Property. Other than the right to access and use the Platform, and the limited non-exclusive license to use Inky Property during the Term of this Agreement, nothing in this Agreement shall be construed to, or be deemed to, assign or grant to End User any right, title, or interest in or to the Platform or Inky Property relating thereto.
- 5.3 By using the Platform, End User acknowledges and agrees that Inky will obtain, collect, and process End User Data for the performance of its obligations under this Agreement and the Platform Agreement. Such processing may include, but is not limited to, reading, scanning, analyzing End User Data, and modifying End User Data through functionalities of the Platform. Modifications may also include End Users authorizing Inky through the Platform to delete End User Data, such as emails. Subject to the terms of this Agreement, End User is and will remain the sole and exclusive owner of all right, title, and interest in and to all End User Data.
- 5.4 End User hereby grants to Inky and its respective officers, directors, members, managers employees, subcontractors, and agents an irrevocable, royalty-free, worldwide right and license to access, collect, analyze, and use End User Data collected and/or received by Inky: (i) during the Term, solely as necessary to provide the services associated with the Platform to End User; (ii) in perpetuity, to the extent Inky is using End User Data by aggregating it with similar data of other Inky customers and de-identifying and anonymizing it so it does not identify End User as the source of End User Data or any part thereof, to improve and enhance its products and services ("Learned Data"), provided that the Learned Data does not include any End User Confidential Information; and (iii) to display, among other things, Dashboard Data in the administration console of the Platform to authorized End Users.

6. RESTRICTIONS AND RESPONSIBILITIES.

End User agrees that it will not, and will not permit anyone else, to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, algorithms or models of the Platform, its software, and the data generated or provided by the Platform (collectively, "Inky Property") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on Inky Property; (iii) use Inky Property for any purpose other than its own internal use for the benefit of its End Users; (iv) use Inky Property for the development, provision or use of a competing software service or product; or (v) use Inky Property other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

7. INDEMNIFICATION.

- 7.1 Indemnification by End User. End User shall defend, indemnify and hold harmless Inky and its respective officers, directors, members, managers employees, and agents (together with Inky, collectively "Inky Indemnified Persons") from any third party claims, liabilities,

counterclaims, suits, demands, actions, damages, (including, but not limited to, any judgement, arbitration award or court approved settlement and reasonable attorneys' fees) or allegations arising out of any claim by a third party (i) that End User Data, when used in accordance with this Agreement, infringe or misappropriate any Intellectual Property Rights of such third party, or (ii) arising from the negligence (including breach of confidentiality obligations), willful misconduct or fraud of End User and/or its employees, directors, officers or agents in the performance of their duties under this Agreement, or (iii) based upon any failure by End User or its employees, directors, officers or agents to comply with applicable law and regulations in the performance of their obligations under this Agreement; provided, however, that End User shall obtain the express prior written approval of Inky for any settlement that requires any specific performance or non-pecuniary remedy by Inky Indemnified Persons, requires the payment of any amount by Inky Indemnified Persons or does not provide an unconditional release to Inky Indemnified Persons, further provided that End User is promptly notified of any and all such claims, and given sole control over the defense and/or settlement thereof, and all reasonably requested assistance (at End User's expense) in connection therewith. Inky may retain its own counsel, at its own expense, subject to End User's rights herein.

8. WARRANTIES AND WARRANTY DISCLAIMER.

- 8.1 EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE ASSOCIATED SERVICES AND SOFTWARE SUPPORTING THE PLATFORM, AND ALL RELATED INFORMATION (INCLUDING THE CONFIDENTIAL INFORMATION OF INKY), TECHNOLOGY AND SERVICES PROVIDED BY OR ON BEHALF OF INKY ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND INKY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INKY IS ADVISED OF THE PURPOSE), TITLE, NON-INFRINGEMENT, OR ACCURACY. IN ADDITION, INKY DOES NOT WARRANT THAT THE PLATFORM AND THE ASSOCIATED SERVICES AND SOFTWARE SUPPORTING THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THEY WILL MEET END USER'S NEEDS, OR THAT ANY DATA WILL NOT BE LOST.
- 8.2 Without limiting any of the foregoing and in addition thereto, no guarantee is made that the Platform eliminates any or all risk of loss, damage, or unauthorized access to End User's information systems, software and equipment, or other unwanted effects on End User's infrastructure or business, including the inability or the excessive delay to send or receive emails, as the result of processing emails for email-based threats (whether or not detected by the Platform), and Inky assumes no obligation or liability with respect to any of the foregoing. It is not possible to detect or alert End Users to all threats, and there is no guarantee that End Users will observe and take appropriate action with respect to any alerts the Platform provides. Inky is not responsible for any failure by any End User to observe or comprehend any alert issued by the Platform, or for any action or inaction taken by End Users in response to any such alerts. The Platform is intended to be part of, and not a substitute for, End User's implementation of sound information security practices.

9. LIMITATION OF LIABILITY.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED

WITH THE USE OF THE PLATFORM OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM, THE DELAY OR INABILITY TO USE THE PLATFORM OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DISPUTE OR BREACH BY INKY OF THIS AGREEMENT, INKY'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY REASON, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED FIVE THOUSAND U.S. DOLLARS (\$5,000). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY.

10. U.S. GOVERNMENT MATTERS.

Notwithstanding anything else, End User may not provide to any person or export or re-export or allow the export or re-export of the Platform or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter") in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, the parties acknowledge and agree that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Platform is a representation and warranty by the End User that it and its End Users are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, the Platform, any software and documentation provided by Inky are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS.

- 11.1 Survival. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be eliminated or limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 11.2 Entire Agreement. Both parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

- 11.3 Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.
- 11.4 Governing Law and Venue. This Agreement will be governed by the laws of the State of Maryland, U.S.A. without regard to its conflict of laws provisions. The federal and state courts located in or having jurisdiction over Montgomery County, Maryland will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. NEITHER PARTY NOR ITS COUNSEL SHALL ELECT A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
- 11.5 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, including the collection of Fees, Inky shall, to the extent permitted by applicable law, be entitled to reasonable attorney's fees, costs, and expenses.
- 11.6 Force Majeure. Neither Party shall be liable under this Agreement for failure or delay in the performance of its obligations for reasons of strikes, shortages, riots, insurrection, fires, floods, storms, explosions, acts of God, war, governmental actions, labor conditions, earthquakes, material shortages, failures of internet service providers, utilities, and/or telecommunication providers, or any other cause which is beyond the reasonable control of such Party.
- 11.7 Third Party Beneficiaries. This Agreement has been entered into for the sole benefit of the Parties and their respective permitted successors and assigns. Except as specifically set forth in this Agreement, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party against any party.

For any questions regarding this EULA, you may contact Inky at the following address: support@inky.com.