

LOOKOUT CLOUD SECURITY PLATFORM LICENSE AGREEMENT

THIS LOOKOUT CLOUD SECURITY PLATFORM LICENSE AGREEMENT (THE “AGREEMENT”) GOVERNS THE PURCHASE, ACCESS AND USE OF THE SERVICES BY THE CUSTOMER LISTED ON AN ORDER (HEREINAFTER “CUSTOMER” OR “YOU” OR “YOUR”). IN ORDER TO USE OR RECEIVE THE BENEFITS OF ANY SERVICE, YOU MUST PURCHASE THE APPLICABLE SERVICE THROUGH AN ORDER. IF LOOKOUT INTRODUCES NEW SERVICES IN THE FUTURE, SUCH SERVICES WILL BE GOVERNED BY THIS AGREEMENT.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING A SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE OF THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE. BY ACCEPTING THIS AGREEMENT, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE REVIEWED THE AGREEMENT ON BEHALF OF CUSTOMER AND ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF THE CUSTOMER.

This Agreement may be periodically updated and the current version will be posted at lookout.com/legal Your continued use of the Services after a revised agreement has been posted constitutes your acceptance of its terms.

1. DEFINITIONS

“**Administrators**” means a person designated by Customer to have an account with the authority to utilize the Administrative Console to create and manage end user accounts associated with Customer.

“**Administrative Console**” means the functionality for managing End User access, security and other administrative functionality for accounts associated with the Cloud Security Services provided to Customer.

“**Affiliate**” means any present or future entity controlling, controlled by, or under common control with, a Party.

“**Cloud Security Services**” means the subscription cloud-based applications and platform services provided by Lookout for the Subscription Period, including but not limited to, Secure Cloud Access, Secure Internet Access, Secure Private Access and any other Lookout approved cloud-based products made commercially available by Lookout, which are specified in the Order, and includes the associated offline Software components to be used in connection with such Services as updated from time-to-time by Lookout in its sole discretion.

“**Customer Data**” means data or information originated by Customer that Customer submits to Lookout, including the electronic data submitted from End User Device(s) that is collected and processed by Lookout in connection with the provision of the Cloud Security Services.

“**Device**” means all End Users’ mobile devices and/or other electronic or authorized end-point devices associated with Customer’s account.

“**Documentation**” means the written materials and usage guidelines for the applicable Cloud Security Services, as updated from time to time by Lookout.

“**End User(s)**” or “**User(s)**” means, individually or collectively, any person who is authorized by Customer or an Administrator to use the Cloud Security Services on their Device.

“**Implementation Services**” means quick start services or enterprise integration services provided to support the installation of the Cloud Security Services.

“**Lookout Intellectual Property**” means all Lookout proprietary materials, including without limitation the Documentation, Lookout’s Confidential Information, the Software, and/or other software used by Lookout in performing Services, Lookout’s processes and methods, and any Lookout templates and/or forms, including report and presentation templates and forms.

“**Order**” means a written order form/sales proposal, purchase order, or similar document for Cloud Security Services and Support Services (if applicable) submitted to, and approved, by Lookout and/or Partner pursuant to this Agreement. Such Order may be amended in writing from time to time by the parties upon prior mutual written execution by the parties.

“**Partner**” means the Lookout-approved partner authorized by Lookout to resell a subscription to the Cloud Security Services or otherwise provide such Cloud Security Services to end user customers.

“**Services Fees**” means the agreed upon fees in an Order for a subscription to Cloud Security Services and applicable Support Services.

“**Services**” means collectively Cloud Security Services, any and all cloud-based application and platform services and any Implementation Services provided by Lookout under this Agreement.

“**Service Level Agreement**” or “**SLA**” means the terms set forth in Lookout’s standard service level terms available at <https://www.lookout.com/documents/legal/cloud-security-sla.pdf> which describes the service levels related to the Cloud Security Services.

“**Software**” means Lookout’s proprietary software that allows an Administrator or User to use certain functionality in connection with features of the Cloud Security Service that is provided by Lookout either for installation on a Customer’s or a User’s device or that is otherwise accessed by Administrators or

Users from the Customer's or User's software, hardware or other devices.

"Subscription Period" means the period of time stated in the Order.

"Support Services" means the support and maintenance services described in the Cloud Security Platform Support and Maintenance Exhibit set out at <https://www.lookout.com/documents/legal/cloud-security-support.pdf>.

2. THE CLOUD SECURITY SERVICES

2.1. **Provision of the Services; Access Right.** The Cloud Security Services are purchased as subscriptions and are made available only during the Subscription Period for the Cloud Security Services described on one or more Order(s). Subject to Customer's payment of the applicable Services Fees, Lookout grants Customer a non-exclusive, non-sublicensable, non-transferable right to access and use the Cloud Security Services during the applicable Subscription Period, solely for Customer's internal business purposes. No rights, express or implied, are granted to Customer other than as expressly set forth herein.

2.2. **Increases in Usage.** During the Subscription Period, Customer and Lookout shall cooperate in good faith to determine if actual Users exceed the number of permitted Users specified in an Order. Customer shall provide information reasonably requested by Lookout for such purposes and written confirmation of the number of Users if requested by Lookout in connection with usage reviews. If Customer is notified that the number of actual Users exceeds the purchased subscription, Customer shall within thirty (30) days either purchase additional quantities sufficient for all Users, or immediately cease Cloud Security Services for all Users exceeding the purchased quantity.

2.3. **License Restrictions.** Customer will not: (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Cloud Security Services or Lookout Intellectual Property; (ii) copy or create derivative works based on the Cloud Security Services; (iii) reverse engineer the Cloud Security Services; (iv) access the Cloud Security Services in order to build a competitive product or service, copy any features, functions or graphics of the Cloud Security Services, or attempt to gain unauthorized access to the Cloud Security Services; (v) provide or disclose to, or permit use of the Cloud Security Services or Lookout Intellectual Property by, persons other than End Users; (vi) access or use the Cloud Security Services in a way intended to avoid incurring fees or hiding usage that exceed usage limits or quotas, if any; (vii) allow the transfer, transmission, export or reexport of any Cloud Security Service (or any portion thereof) or any Lookout technical data; (viii) 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); (ix) access the Cloud Security Services for testing or otherwise for competitive intelligence purposes (including to verify a set of known results), or publicly disseminate test-related information about Cloud Security Services (which is Lookout's

Confidential Information); (x) hack or interfere with the Cloud Security Services, its servers, or any commercial networks; (xi) circumvent or disable the Cloud Security Services or any technology, features, or measures included in the Cloud Security Services, or (xii) use the Cloud Security Services in any way prohibited by applicable law or that would cause either party to violate applicable law or this Agreement.

2.4. **In-Licensed Materials and Open Source.** The Cloud Security Services may contain or may operate with software, services or other technology that is not owned by Lookout but has been licensed to Lookout by a third party and may be necessary for the full operation of the Cloud Security Services ("In-Licensed Materials") or that is available under open source or free software licenses. The In-Licensed Materials may be subject to additional terms and conditions, as identified at <https://www.lookout.com/legal/lookout-toc-in-licensed-materials> or as otherwise made available to Customer. Such terms and conditions are incorporated by reference herein. To the extent Lookout uses open-source software in the Cloud Security Services, the terms and restrictions in this Agreement shall not prevent or restrict Customer from exercising additional or different rights to such open-source software in accordance with the applicable open-source licenses.

3. **PAYMENT.** Unless otherwise agreed to in writing by the parties, Service Fees and payment terms shall be agreed and documented between Customer and the Partner and/or Lookout.

4. **CUSTOMER GUIDELINES AND RESPONSIBILITIES.** Customer understands and agrees that: (i) Customer will abide by all applicable laws and regulations in connection with use of the Services; (ii) Customer is solely responsible for all activity of End Users and for End Users' compliance with this Agreement; (iii) Customer will be responsible for maintaining the confidentiality of access information, such as User IDs, accounts, passwords and devices; (iv) Customer will promptly notify Lookout of any unauthorized use of, or access to, the Services, accounts, access information or other known or suspected security breach; and (v) Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data.

5. **FEEDBACK.** Lookout shall have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer related to the Cloud Security Services without restriction and without obligation to Customer (collectively "Feedback").

6. **NON-LOOKOUT APPLICATIONS AND SERVICES.** Lookout may require access to certain third-party applications, services or products, which are licensed by Customer, for use in connection with the Service. Customer acknowledges and agrees that it has the right to grant Lookout such access as is necessary to provide the Services under this Agreement.

7. **ADMINISTRATIVE USER GUIDELINES AND RESPONSIBILITIES**

- 7.1. Administrators are responsible for managing Customer's Cloud Security 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 Cloud Security Services complies with this Agreement.
- 7.2. The Cloud Security Services are designed to provide the Customer and its Administrators with the ability to self-manage the Cloud Security 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.
- 7.3. Customer and End Users agree that the Administrators of the Cloud Security Services will have access to Customer Data, including information about malicious applications, and other relevant information, from the End Users' device. By using the Cloud Security 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 Cloud Security Service.

8. LOOKOUT GUIDELINES AND RESPONSIBILITIES

- 8.1. **Customer Data Security.** During the Subscription Period, Lookout will maintain reasonable administrative, physical, and technical safeguards designed to protect any Customer Data stored by Lookout against unauthorized access, use or disclosure. To protect the privacy of Customer Data, Lookout employs industry-standard controls including physical access controls, encryption, internet firewalls, intrusion detection, and networking monitoring. Upon request, Lookout will provide additional information regarding Lookout's data security policies and procedures. If Customer's use of the Cloud Security Service requires Lookout to process personal data falling within the scope of: (a) EU Regulation 2016/679 (the "GDPR"), (b) the GDPR as it forms part of UK law by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (collective, "UK Data Protection Laws"); (c) the Swiss Federal Act on Data Protection Act of 2020 and its corresponding ordinances ("Swiss FADP") or other relevant US data protection laws that may be applicable, the Data Processing Addendum ("DPA") set out at <https://www.lookout.com/documents/legal/cloud-service-agreement-dpa.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 Customer Data, the DPA shall prevail to the extent of such conflict.
- 8.2. **Changes to the Services.** Lookout may change and improve the Cloud Security Services over the Subscription Period. The Customer's use of any new features and functionality added to the Cloud Security Services may be subject to additional or different terms relating to such new features and functionality. Lookout

may alter or remove functionality from the Cloud Security Services without prior notice. However, Lookout will endeavor to provide the Customer with prior notice if a change to the Cloud Security 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 Services Fees associated with the discontinued Cloud Security Services for which no comparable replacement was provided. If Customer is entitled to a refund under this Agreement, and the Cloud Security Services were purchased by Customer through a Partner, then unless it is otherwise specified, Lookout will refund any applicable fees to the Partner and the Partner will be solely responsible for refunding the appropriate amounts to Customer. 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.

9. PROPRIETARY RIGHTS

- 9.1. **Intellectual Property Ownership.** Lookout owns all right, title and interest, including related intellectual property rights, in and to the Services, Lookout Intellectual Property, survey questions provided by Lookout, and any related suggestions, enhancement requests, and Feedback. Subject to the terms and conditions of this Agreement (including Customer's obligation to pay all Service Fees hereunder when due), Customer agrees that the Lookout name and logo, and the Service-related product names are trademarks of Lookout or its licensors. Subject to the following, no license to such marks is granted.
- 9.2. **Ownership of Account Information and Data.** As between Lookout and Customer, Customer owns all Customer Data. Customer acknowledges and agrees that de-identified data about Customer will be collected by Lookout through the Cloud Security Service for internal purposes to improve quality and performance and generate related reports. Lookout may use this de-identified data for the limited purposes of cybersecurity threat analysis, research, research reporting, for the improvement of Lookout products and benchmarking analysis and studies, which may be made available by Lookout. All data used in conducting benchmarking analysis or studies will be in aggregate form only and will not individually identify Customer or any End User. Customer's identity will not be associated with data made available to third parties as a result of benchmarking analysis or studies.
10. **CONFIDENTIALITY.** Each party undertakes not to disclose to any third party information that is exchanged between the parties, provided that such information is: (i) clearly marked as confidential at the time of disclosure by the disclosing party, or (ii) if disclosed orally, identified as confidential at the time of disclosure, and summarized in writing and transmitted to the receiving party ("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.

11. TERM AND TERMINATION

- 11.1. **Agreement Term.** The term of Customer's subscription to the Services will begin on the start date set forth in an Order and will continue for the Subscription Period or until the Agreement is terminated as provided below.
- 11.2. **Termination for Material Breach.** Either party may terminate this Agreement if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Section 2.3 or Section 4.
- 11.3. **Termination for Bankruptcy or Insolvency.** Either party may terminate this Agreement upon fifteen (15) days written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidated or assignment for the benefit of creditors.
- 11.4. **Effect of Termination.** When this Agreement and all Orders have terminated or expired, then within thirty (30) days after the date, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and upon

request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate. Any unbilled amounts will continue to be due and payable. Upon the termination or expiration of this Agreement for any reason Customer will have no further rights to the Services hereunder, provided that for thirty (30) days following the expiration or the termination of the Agreement, and subject to Customer's prior written request, Lookout will grant Customer's Administrator limited access to the Service solely for purposes of Customer's retrieval of the Customer Data. After such thirty (30) day period, Customer will have no further rights to access the Service and Lookout will have no obligation to maintain the Customer Data. The following provisions are intended to survive the termination of this Agreement (subject to any limitations outlined in this Agreement): Sections 1, 2.3, 5, 8.1, 9, 11.1, 11.4, 12.3, 12.4, 13, 14, and 17.

- 11.5. **Suspension of Services.** Lookout may at any time suspend any End User's access and use of the Cloud Security Service and/or remove or disable any Customer Data as to which Lookout reasonably and in good faith believes is in violation of this Agreement. Lookout agrees to provide Customer with notice of any such End User suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Service or any third party, in which case Lookout will notify Customer to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. **Mutual Representations and Warranties.** Each party represents and warrants that it has the power and authority to enter in this Agreement.
- 12.2. **Lookout Cloud Security Warranty.** Lookout warrants that during the Subscription Period, the Cloud Security Services will perform substantially in accordance with the associated Documentation. If Customer believes the warranty stated in this Section 10.2 has been breached, Customer must notify Lookout in writing of the breach no later than thirty (30) days following the date the warranty was allegedly breached. In the case of any breach of the above limited warranty, Lookout will (a) repair or replace the non-conforming Cloud Security Services within a reasonable time after receipt of Customer's written notice, at Lookout's own expense, or (b) if such repair or replacement would in Lookout's sole opinion be commercially unreasonable, Lookout will refund any applicable fees to the Partner and the Partner will be solely responsible for refunding the appropriate Service Fees to Customer. Except for Service Credits (as defined in the Service Level Agreement), the remedies stated in this Section 12.2 are Customer's sole remedies, and Lookout's sole obligation, with respect to Services that failed to comply with the foregoing warranty.
- 12.3. **Customer Warranties.** Customer represents and warrants that it has all the consents necessary to provide, collect, and use the Customer data without violating this Agreement, applicable law, or any third-party rights, including but not limited to such consents to: (i) allow the Customer and its Administrators to engage in the

activities described in this Agreement or available through the Cloud Security Services and (ii) to allow Lookout to provide the Cloud Security Services, including to collect Customer Data. To the extent necessary to comply with applicable law, Customer will provide End Users with prior notice of the scope of the Cloud Security Services, including Lookout's collection and Customer's access to Customer Data.

12.4. Warranty Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 12 (REPRESENTATIONS AND WARRANTIES), ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT THE SERVICES WILL BE ERROR-FREE, ARE HEREBY DISCLAIMED BY LOOKOUT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LOOKOUT DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, AND THAT LOOKOUT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, THIRD PARTY SERVICES, PERSONAL COMPUTERS, AND ELECTRONIC COMMUNICATIONS. LOOKOUT IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM ANY SUCH PROBLEMS AND/OR ISSUES. IN ADDITION, LOOKOUT RESERVES THE RIGHT TO CHANGE, ADD, OR MODIFY THE SERVICES AND/OR ANY TYPE OF SERVICES WITH OR WITHOUT NOTICE, AND WITHOUT PENALTY.

13. INDEMNIFICATION

13.1. By Customer. Customer will indemnify, defend, and hold harmless Lookout and its or their respective successors, assigns, officers, directors, shareholders, subcontractors, agents, employees, and representatives (each, a "Lookout-Indemnified Party") from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim ("Claim") regarding Customer's (i) breach of its obligations pursuant to Section 4 (Customer Guidelines and Responsibilities) of this Agreement; (ii) provision or collection of Customer Data in violation of applicable law or third party rights; or (iii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

13.2. By Lookout. Lookout will indemnify, defend, and hold harmless Customer and its or their respective successors, assigns, officers, directors, shareholders, subcontractors, agents, employees, and representatives (each, a "Customer-Indemnified Party") from and against third party Claim, finally awarded against Customer or Customer-Indemnified Party from any claim of infringement or violation of any valid United States, European Union or United Kingdom issued patent, copyright or trademark asserted against Customer based

upon Customer's use of the Services in accordance with the terms of this Agreement. If the Cloud Security Services, or parts thereof, become, or in Lookout's opinion may become, the subject of an infringement claim, then Lookout may, at Lookout's sole discretion: (i) obtain the right for Customer, at Lookout's expense, to continue using the Cloud Security Services; (ii) provide a non-infringing replacement with substantially similar functionality; (iii) modify the Cloud Security Services so that they no longer infringe; or (iv) if none of the foregoing is reasonably possible, then Lookout, in its sole discretion, shall have the right to terminate this Agreement, and Lookout will refund the Services Fees paid to Lookout by Partner for licenses for which Cloud Security Services have not been provided. Lookout will have no liability or obligation under this Section with respect to any Claim if such Claim is caused in whole or in part by the following circumstances (each, an "Indemnity Exclusion"): (1) modification of the Cloud Security Services by anyone other than Lookout; modification by Lookout at their request; (2) if the Cloud Security Services are combined with other non-Lookout products or processes not authorized by Lookout; (3) Customer's use of the Services not in accordance with the Documentation or any unauthorized use; (4) to any superseded release of the Cloud Security Services if the infringement would have been avoided by the use of a current release of the Cloud Security Services that Lookout has provided to Customer prior to the date of the alleged infringement; or (5) to any third party software code contained within the Cloud Security Services or is otherwise provided by Customer.

13.3. 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.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, (INCLUDING LOSS OF PROFITS, REVENUE, OR DATA) WHETHER ARISING IN BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS TERMINATION OR NON-RENEWAL.

EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 13 (INDEMNITY) OF THIS AGREEMENT, LOOKOUT'S

AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO LOOKOUT (OR ITS PARTNER) RELATED TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES, PROVIDED THAT LOOKOUT'S AGGREGATE LIABILITY FOR ITS BREACH OF SECTION 8.1 (CUSTOMER DATA SECURITY) OF THIS AGREEMENT RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICES FROM WHICH THE CLAIM AROSE.

15. **GOVERNING LAW.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into this Agreement), shall be governed by and enforced in accordance with the internal laws of the State of New York U.S.A, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. All claims arising out of or related to this Agreement or the Services must be litigated exclusively in the Federal or State courts of New York, 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 and Uniform Computer Information Transactions Act (UCITA), or any similar federal laws or regulations enacted, to the extent allowed by law shall not apply to this Agreement.

16. EXPORT COMPLIANCE, ANTI-CORRUPTION, COMMERCIAL ITEM SOFTWARE AND GOVERNMENT USERS

16.1. **Export Compliance.** The export, re-export, and transfer (in-country) of Services may be controlled by the United States Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), or other applicable export restrictions, sanctions, or embargoes. The Services may not be exported, re-exported, or otherwise used in Cuba; Iran; North Korea; Syria; the Ukrainian territories of Luhansk, Donetsk, or Crimea; or any jurisdiction that is subject to an embargo by the United States. The Customer must not use the Services in violation of any export restriction or sanctions by the United States or any other applicable jurisdiction, including but not limited to restrictions on exports or re-exports to Russia or Belarus described at 15 C.F.R. Part 746. In addition, Customer must ensure that the Services are not provided to persons on the BIS Denied Persons List, Entity List, Unverified List, or Military End User List; or the OFAC Specially Designated Nationals and Blocked Persons List.

16.2. **Anti-Corruption.** Customer acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law or Lookout's corporate policies and procedures related thereto. Customer further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Cloud Security Services. Customer agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Customer agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

16.3. **Commercial Item Software.** The Software and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The Software was developed solely at private expense.

16.4. **Government Users.** Nothing herein makes Lookout a government contractor. If Customer is a government user or otherwise accessing or using the Cloud Security 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 the Customer.

17. GENERAL TERMS

17.1. **Entire Agreement.** This Agreement, together with any Order constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.

17.2. **Notices.** Except as provided in 17.3, notices required or permitted by this Agreement must be in writing and must be delivered as follows: (i) in person or by courier; (ii) by reputable private domestic or international courier with established tracking capability (such as DHL, FedEx, or UPS), postage pre-paid, and addressed to Customer at the postal address on record by Lookout or such other address as a party may specify by previously confirmed written notice. Notices shall be deemed received upon date of delivery. All notices to Lookout must be sent to:

Lookout, Inc. 60 State Street, Suite 1910, Boston, MA 02109, Attention: CFO with a copy to: Legal Department. Unless otherwise specified, notices to Customer will be sent to the address on record by Lookout. If Customer changes its address or email address, Customer must notify Lookout at least thirty (30) days prior of the effective date of such change.

- 17.3. **Terms Modification.** Lookout may revise this Agreement from time to time and the most current version will always be posted on the Lookout website (<https://www.lookout.com/legal>). If a revision, in Lookout's sole discretion, is material, Lookout will notify Customer through the Administrative Console with Subject "NOTICE - AGREEMENT MODIFICATION" or, as otherwise by notice sent to Customer's address on record by Lookout. Other revisions may be posted to Lookout website (<https://www.lookout.com/legal>), and Customer is 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 the Cloud Security 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.
- 17.4. **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.
- 17.5. **Severability.** 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.
- 17.6. **Relationship of the Parties.** The parties are independent contractors. 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.
- 17.7. **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 to which this Agreement pertains. 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.
- 17.8. **Force Majeure.** Neither party shall be liable for any breach, or delay in performance, of its obligations under this Agreement (other than payment obligations) if the breach or delay is caused by fire, flood, earthquake, act of God, war, riot, civil disorder, terrorism, pandemic disease or related government orders, telecommunications outages or disruptions, shortages in available capacity or supply, or any other event beyond the reasonable control of the affected party.
- 17.9. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. 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. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 17.10. **Third Party Beneficiaries.** Except as explicitly provided herein, there are no third-party beneficiaries to this Agreement.
- 17.11. **Headings; Language.** All headings used herein are for convenience of reference only and shall not affect the interpretation hereof. The English language version of this Agreement controls. This Agreement, and any associated documentation, shall be written and signed in English.

Version Updated: October 8, 2024