

Sonrai Security End User License Agreement (Click-Through)

PLEASE READ THE TERMS AND CONDITIONS OF THIS SONRAI SECURITY CLICK-THROUGH END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE PROCEEDING TO USE THE SONRAI SECURITY INC. SOLUTION (THE "SOLUTION"). BY USING THE SOLUTION OR BY EXECUTING A QUOTATION THAT REFERENCES THIS AGREEMENT, OR ACKNOWLEDGING "I ACCEPT", COMPANY ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF COMPANY OR OTHER LEGAL ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY OR SUCH OTHER LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF COMPANY DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, COMPANY SHOULD NOT USE THE SOLUTION.

1. Solution

1.1 Access to Solution. Subject to the terms and conditions of this Agreement, Sonrai shall provide to Company access to Sonrai's proprietary software platform, provided on a SaaS basis, together with any related documentation, as applicable (collectively, the "Solution"), and hereby grants to Company a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Solution during the Term solely for the Company's internal business purposes (the "Subscription"). Company shall be permitted to use the Solution in connection with no more than the number of Company's cloud accounts and data stores set forth on the applicable Sonrai quotation (entered into either directly between Sonrai and Company), or the applicable Sonrai authorized reseller quotation (i.e., entered into by such reseller and Customer (the "Quotation"). The Quotation is a binding document that forms a part of this Agreement and details the specifics of Company's Subscription, including the Subscription term; the fees paid to Sonrai for the Subscription (such fees will be paid to Sonrai either directly by Company or by the reseller on Company's behalf, as applicable) ("Fees"); the quantity, as applicable; and any additional terms pertaining to the Solution. In the event that additional products or services are added during the Term (e.g., through an amendment or additional Quotation), such products/services will be considered within the definition of the Solution as well. In the event of a conflict between the terms of this End User License Agreement and the terms of the Quotation, the terms of this End User License Agreement shall govern unless the Quotation expressly indicates otherwise.

1.2 Reservation of Rights; Feedback. As between Sonrai and Company, all rights, title and interest (including all intellectual property rights) in and to the Solution and all improvements, enhancements and modifications thereto shall be owned by Sonrai. To the extent Company provides to Sonrai any suggestions, enhancement requests, recommendations or other feedback relating to the Solution ("Feedback"), Sonrai shall have the perpetual, irrevocable, transferable and royalty-free right to use and exploit any and all such Feedback. All information relating to the Solution shall be considered Sonrai's Confidential Information (as defined below), and Company agrees not to disclose or make available such information to any third party, or use such information for its benefit or the benefit of any third party, pursuant to Section 8 below.

1.3 Authorized Users. Company shall permit only Authorized Users to access and use the Solution. "Authorized Users" shall mean employees of Company who are authorized to access the Solution using a user identifier and password provided to Company by Sonrai or set-up by Company. Customer shall not make available the Solution to any person or entity other than Authorized

Users, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Solution, and shall provide Sonrai prompt notice of any such unauthorized access or use. Customer shall be responsible for the Authorized Users' compliance with this Agreement.

1.4 Restrictions. Company shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Solution available to any third party, other than as expressly permitted by this Agreement; (ii) copy or create derivative works based on the Solution, or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on, or embedded in, the Solution; (iii) interfere with or disrupt the integrity or performance of the Solution; (iv) reverse engineer or attempt to gain unauthorized access to the Solution or its related systems or networks; (v) use the Solution to store or transmit infringing, libelous, or otherwise unlawful content or material, or to store or transmit content or material in violation of any rights of any third party; (vi) disseminate or use performance information or analysis (including without limitation benchmarks) relating to the Solution; or (vii) use the Solution in violation of any applicable law, rule, or regulation or for any purpose not specifically permitted in this Agreement or as specified in an Quotation.

1.5 Company Data. During the Term Company shall provide to Sonrai certain data, content and/or other materials (the "Company Data"). Company shall be solely responsible for the Company Data. Company represents and warrants to Sonrai that Company has and will have all rights necessary to provide Sonrai with the Company Data. During the Term, Sonrai may use the Company Data to provide the Solution to Company. In addition, Sonrai shall have a perpetual, irrevocable, transferable, sublicenseable, fully paid-up right and license to copy, display, transmit, distribute, store, modify, analyze and otherwise use the Company Data in aggregate or other de-identified form, to improve and enhance the Solution and other Sonrai offerings. Sonrai shall use commercially reasonable measures to keep the Company Data secure and to prevent the unauthorized access, use or disclosure of Company Data.

1.6 Open Source Components. The Solution includes certain open source components ("Open Source"), and the license granted to Company under this Agreement does not include a license to use such Open Source. The use of any such Open Source by Company shall be governed by and be subject to the respective terms and conditions identified at <https://s3.amazonaws.com/sonrai-logos/Open+source+licenses.pdf>. Company agrees to comply with such terms and conditions

1.7 Free/Trial Services The following applies to any use of the Solution that Sonrai makes available to Company without charging a fee to trial the Solution or as part of a Promotional Offer. Unless otherwise set forth in a Quotation: (a) Free Services offered at no charge will be subject to the Fees upon expiration of any free period term set forth in an applicable Quotation (b) such provisions in the Agreement pertaining to availability, warranties and any Sonrai SLA governing the Solution do not apply to free services; and (c) the Sonrai indemnity for Losses under Section 7 is subject to a cumulative and aggregate cap of \$5,000. Sonrai reserves the right to terminate Free Services at any time, at its own discretion.

2. PROFESSIONAL SERVICES

2.1 Statements of Work; Deliverables; and Change Orders. Upon the request of Company, Sonrai will provide certain professional services (the "Professional Services") and deliverables (the "Deliverables") to Company on a non-exclusive basis pursuant to the terms and conditions set forth in a Statement of Work (the "SOW"). Deliverables shall be as set forth in the applicable SOW. Company may submit a written request to Sonrai to change or modify the Professional Services in the applicable SOW, and in such event, the parties may agree upon a change order with modified Professional Services, fees and changes in the delivery schedule.

2.2 No Exclusivity; General Skills and Knowledge. Professional Services are provided on a non-exclusive basis. Sonrai shall not be prohibited at any time from utilizing any skills or knowledge of the general nature acquired during the course of performing the Professional Services pursuant to the SOW. Sonrai may provide similar services to any other company or entity.

2.3 Ownership and License to Pre-Existing Work. Subject to Company's payment of all Professional Services fees, all right, title to and interest in any Deliverables will be owned by Company. Deliverables shall not include any Sonrai pre-existing work, which shall include any of Sonrai's processes, software, technology, or intellectual property rights. To the extent any pre-existing work of Sonrai is embodied in any Deliverable, Sonrai grants Company a non-exclusive, worldwide, fully paid up license to use such pre-existing work solely in connection with Company's use of the Deliverables, and not on a stand-alone basis.

3. FEES

Company shall pay to Sonrai the annual fee as set forth on the Sonrai Quotation (the "Fee"), in accordance with the payment schedule set forth on the Sonrai Quotation. Professional Services fees are set forth in the applicable SOW. All fees paid are non-refundable. All amounts payable by Company to Sonrai hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Company shall be solely responsible for payment of any Taxes, except for those taxes based on the income of Sonrai. Company will not withhold any Taxes from any amounts due to Sonrai. The pricing and other terms in this Agreement are confidential to Sonrai, and Company shall not disclose or make available such information to any third party without Sonrai's prior written consent.

Fees and payment terms with respect to any transaction by and between Company and an authorized Sonrai reseller shall solely be as set forth in the agreement by and between Company and such authorized Sonrai reseller.

4. TERM, TERMINATION

4.1 Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for the period set forth on the applicable Sonrai Quotation or Sonrai authorized reseller Quotation (the "Initial Term"). Following the Initial Term and except as detailed in a Promotional Offer or as earlier terminated as described below, this Agreement shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term"), unless either Party provides notice to the

other of its intention to allow the Agreement to expire at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms shall collectively be referred to as the "Term".

4.2 Termination for Breach. Each Party may terminate this Agreement or any SOW upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach, or in the event Company breaches any of its payment obligations under this Agreement or any SOW, within seven (7) days after written notice of such breach.

4.3 Obligations on Termination. Upon expiration or termination of this Agreement (a) all obligations of Sonrai to provide the Solution shall immediately terminate, (b) Company shall remove any copies of any portions of the Solution on its systems, and (c) Sonrai shall remove the Company Data from its systems (provided that can retain such Company Data in aggregate or other de-identified for its use as set forth in Section 1.5 above). Sections 1.2, 1.4, 1.4, , 4.3, 5.2, 6, 7, 8 and 9, together with all outstanding payment amounts, shall survive the termination or expiration of this Agreement for any reason whatsoever.

5. WARRANTIES AND EXCLUSIONS

5.1 Representations and Warranties. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. Sonrai shall use reasonable efforts consistent with prevailing industry standards to maintain the Solution in a manner which minimizes errors and interruptions. The Solution may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Sonrai or by third-party providers, or because of other causes beyond Sonrai's reasonable control, but Sonrai shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

5.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOLUTION AND/OR ANY PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND SONRAI DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES THAT SONRAI DOES NOT WARRANT THAT THE SOLUTION WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES OR THAT THE SOLUTION WILL MEET COMPANY'S REQUIREMENTS. COMPANY AGREES THAT SONRAI SHALL HAVE NO LIABILITY FOR ANY DAMAGES SUFFERED BY COMPANY ARISING FROM OR IN CONNECTION WITH ANY CYBERSECURITY BREACH. SONRAI DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOLUTION.

6. INDEMNIFICATION

6.1 Indemnification by Sonrai. Sonrai shall defend at its expense any claim, suit or proceeding (each a "Claim") brought against Company by a third party based upon a claim that Company's use of the Solution as contemplated by this Agreement infringes such third party's rights under any United States patent or copyright or misappropriates such third party's rights under trade secret enforceable in the United States, and Sonrai shall pay all damages finally awarded against Company by a court of competent jurisdiction as a result of any such Claim. If the use of the Solution by Company has become, or in Sonrai's opinion is likely to become, the subject of any claim of infringement, Sonrai may at its option and expense (a) procure for Company the right to continue using the Solution as set forth hereunder; (b) replace or modify the Solution to make it non-infringing; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement. Sonrai shall have no liability or obligation under this Section 6 with respect to any

Claim to the extent caused by (i) any Company Data; (ii) use of the Solution outside the scope of this Agreement; (iii) modification of the Solution in accordance with Company's specifications or instructions or by any person or entity other than Sonrai without Sonrai's express consent; (iv) the combination, operation or use of the Solution with other applications, portions of applications, product(s), data or services not provided by Sonrai; or (v) use of the Solution by Company after Company has been notified of the potential infringement.

6.2 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) Company shall promptly notify Sonrai of the applicable Claim, (b) Sonrai shall have the sole and exclusive right and authority to control the defense and/or settlement of any such Claim, and (c) Company shall reasonably cooperate with Sonrai in connection therewith.

7. LIMITATION OF LIABILITY

EXCEPT IN CONNECTION WITH EITHER PARTY'S VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR COMPANY'S VIOLATIONS OF THE RESTRICTIONS IN SECTION 1.4 (COLLECTIVELY, THE "EXCLUDED DAMAGES"), UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN CONNECTION WITH THE EXCLUDED DAMAGES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PROPERLY PAYABLE BY COMPANY UNDER THIS AGREEMENT TO SONRAI OR TO THE AUTHORIZED SONRAI RESELLER FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM.

8. CONFIDENTIALITY.

8.1 Nondisclosure. Each Party will keep the Confidential Information received from the other Party in confidence, will use such Confidential Information only for the purposes contemplated by this Agreement, and will not disclose such Confidential Information to any person or entity except to those of its employees, agents or contractors who need to know such information in order to carry out the activities contemplated by this Agreement ("**Representatives**"), and who are bound to protect the Confidential Information under terms at least as protective of the Confidential Information as the provisions hereof. Each Party shall be liable for any breach of this Agreement caused by their Representatives. Each Party shall take measures to protect the confidentiality of the other Party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own confidential or proprietary information of similar kind and import (and in any event, no less than commercially reasonable measures).

8.2 Effect of Termination on Confidential Information. Upon request or upon the discontinuance, termination or cancellation of this Agreement or of any license covering any Confidential Information, the affected Confidential Information and all copies in whatever medium or form will be returned to the disclosing Party or destroyed (with the receiving Party certifying such destruction in writing).

8.3 Definition. "**Confidential Information**" means non-public financial, technical or business information of the disclosing Party (or any Affiliate) that is marked as confidential at the time of disclosure or that the receiving Party should, from the circumstances surrounding its disclosure, know to be confidential. Confidential Information

includes, in the case of Sonrai, the Solution, any and all technology relating thereto, the documentation, all pricing and Fees relating to the Solution, and any other non-public information or material regarding Sonrai's legal or business affairs, products, services, financing, or customers. Confidential Information does not include information that is: (i) known to the receiving Party prior to receipt from the other Party, (ii) generally known or available in the industry or to the general public through no act or fault of the receiving Party, (iii) acquired in good faith from a third party that has no obligation of confidentiality with respect to such information, (iv) required to be disclosed by applicable law, by order of court or by the rules, regulations, or order of any governmental agency (provided, that prior to making any such required disclosure, the receiving Party first notifies the disclosing Party and cooperates with the disclosing Party in its efforts to seek confidential or protective treatment of such information or to minimize the scope of any such required disclosure), or (v) independently developed for one Party by employees or agents of that Party who do not have access to the Confidential Information of the other Party.

9. GENERAL

9.1 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree; provided that financial inability in and of itself shall not be a force majeure event.

9.2 Compliance with Laws. Company shall not transfer, either directly or indirectly, the Solution, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and shall otherwise comply at all times with all applicable laws and regulations, including but not limited to, all other applicable import and export laws, rules and regulations.

9.3 No Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party, except that Sonrai may assign this Agreement, without the prior written consent of Company, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Sonrai to which this Agreement relates by merger or purchase. Any attempt to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void.

9.4 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5 Relationship. Nothing in this Agreement shall be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties.

9.6 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date.

9.7 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of New York (the "New York Courts") for any litigation among the Parties arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the New York Courts and agrees not to plead or claim in any New York Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the New York Courts.

9.8 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed telecopy or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the applicable Sonrai Quotation or Sonrai authorized reseller Quotation, or such other addresses designated pursuant to this Section 9.8.

9.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

9.10 U.S. Federal Government End User. Where applicable, Sonrai provides the Solution, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4; the Solution is provided to the end user with only those rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Sonrai to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

9.11 Publicity. Neither Party shall, except as otherwise required by Applicable Law, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party. Provided, however, Sonrai may include Company's name and logo in its lists of Sonrai customers, its public website and other promotional material, in each case in accordance with any Company brand guidelines to the extent available to Sonrai. Unless the Company is using the Solution as part of a Promotional Offer, Sonrai agrees to cease such uses of Company's name and logo within 30 days following Company's request submitted by emailing logo-request@sonraisecurity.com.