**END USER LICENSE AGREEMENT**

This End User License Agreement (“**Agreement**”) is a legal agreement between [End User Company Name] (“**End User**”) and Doppel Inc. (“**Company**”) through its authorized reseller (“**Reseller**”). This Agreement governs End User’s access to, and use of, the Company’s products and services contracted for by End User and Reseller (“**Services**”).

### **SAAS SERVICES AND SUPPORT**

#### Subject to the terms and conditions of this Agreement and the Order Form (as defined below), Company will use commercially reasonable efforts to provide the Services to End User. As part of the registration process, End User will identify an administrative username and password for End User’s account on the Services (“**End User Account**”). Company reserves the right to refuse End User’s registration and/or passwords Company deems inappropriate.

#### Subject to the terms hereof, Company will provide End User with reasonable technical support services in accordance with Company’s standard practice.

### **RESTRICTIONS AND RESPONSIBILITIES**

#### End User will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services or to any software (including, without limitation, the Doppel Vision platform and any and all application programming interface(s) made available by Company (collectively, “**APIs**”) and all underlying code and associated integrations), documentation, and/or data related to the Services (collectively, “**Software**”); copy, modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Services or Software available to a third party; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; use the Services or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity; use the Services or Software for competitive benchmarking against, or development of, any products or services; or remove or alter any proprietary notices or labels from the Services or Software. No rights or licenses in or to the Services or Software are granted except as expressly set forth herein.

#### Further, End User will not, directly or indirectly, remove or export from the United States or allow the export or re-export of the Services or Software or anything related thereto, or any direct product thereof, in violation of any restrictions, laws, rules, 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. As defined in FAR section 2.101, the Services and the Software are “commercial items” and, according to DFAR section 252.2277014(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 computer software or commercial computer 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.

#### End User represents, covenants, and warrants that: (a) End User will use the Services and Software only in compliance with Company’s standard published policies then in effect and all applicable laws, rules, and regulations; and (b) End User has, and will maintain throughout the Term (as defined below), all rights required for Company to be able to perform the Services (including, without limitation, by accessing all End User Systems (as defined below)). Although Company has no obligation to monitor End User’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of this Agreement.

#### End User will be responsible for: (a) obtaining and maintaining any equipment and ancillary services needed to connect to, access, or use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, “**Equipment**”), (b) providing End User Data (as defined below) that is needed to enable Company’s provision of the Services and all such other resources as may be reasonably requested by Company from time to time, (c) providing Company’s personnel with access to any and all End User and third-party systems, networks, databases, computers, service accounts, and/or telecommunications or other information systems to which Company may require access in connection with the provision of the Services (collectively, “**End User Systems**”), (d) ensure the End User Systems are set up and in working order to allow Company to perform the Services, and (e) provide, and ensure that any and all relevant third parties provide, all cooperation and assistance Company reasonably requests to enable Company to exercise its rights and perform its obligations under this Agreement. End User will also be responsible for maintaining the security of the Equipment, End User Account and any and all related passwords (including but not limited to administrative and user passwords), and files relating to the Services and/or Software, and for all access to and uses of the End User Account and/or the Equipment, with or without End User’s knowledge or consent.

### **END USER DATA**

#### End User represents and warrants that: (a) any and all data, information, and other materials provided or made available (including through the Services) by or on behalf of End User to Company (“**End User Data**”) has been, and will be obtained, in accordance with all applicable agreements, privacy policies and notices, and applicable laws, rules, and regulations, including, without limitation, privacy and data protection laws, rules, and regulations; (b) End User has provided, and will provide throughout the Term, all necessary notices, and End User has obtained, and will maintain throughout the Term, all licenses, consents, approvals, and any and all other rights and permissions with respect to the End User Data required (i) to grant to Company the license and rights set forth in this Agreement, and (ii) for Company to perform this Agreement and make the Services available to End User, in each case of (i) and (ii) without infringing, misappropriating, or otherwise violating any third-party rights, any agreement by which End User is bound, any privacy policies or notices, or any applicable laws, rules, or regulations; and (c) the End User Data does not contain and will not contain any viruses, Trojan horses, worms, time bombs, corrupted files, or other harmful or destructive code.

#### End User hereby grants, and represents and warrants that it has sufficient rights to grant, to Company a worldwide, non-exclusive, royalty-free, transferable, and sublicensable (through multiple tiers of sublicenses) right and license to access, use, copy, reproduce, store, distribute, transmit, modify, make derivative works of, publicly perform, and publicly display the End User Data to make the Services available to End User, to maintain the Services, and to perform any other obligations of Company under this Agreement.

### **SERVICES ADMINISTRATION**

#### End User and End User’s personnel may provide to Company email addresses and/or telephone numbers as part of the End User Account creation, registration for use of the Services, use of the Services, or otherwise. By providing such email addresses and/or telephone numbers, End User consents, on behalf of itself and on behalf of the applicable End User personnel, to receiving email and/or text messages (as the case may be) from or on behalf of Company at such email addresses and/or telephone numbers. Company may send such messages to: (a) help keep the End User Account secure through the use of multi-factor authentication (MFA); (b) help End User and/or End User personnel access the End User Account; and/or (c) in connection with operating the Services for the benefit of End User.

#### Notwithstanding anything to the contrary in this Agreement, Company will have the right to use End User Data for Company’s business purposes, including, without limitation, to train and improve the Services and other Company offerings, to develop new products or features, and for data analysis, customer research, and identifying usage trends. For example, Company may use content included in the End User Data, including, without limitation, Indicators of Compromise (“**IOCs**”), such as links within phishing emails, attachments, and malware, across its customer base for purposes of improving its threat management capabilities for Company’s customers generally.

### **CONFIDENTIALITY; PROPRIETARY RIGHTS**

### Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose non-public business, technical, and/or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Company includes, without limitation, all non-public information regarding features, functionality, and/or performance of the Services and the Software. The Receiving Party will: (a) take reasonable precautions to protect the Proprietary Information, (b) not use any Proprietary Information except in the exercise of its rights or the performance of its obligations under this Agreement or as otherwise permitted herein, and (c) not divulge any Proprietary Information to any third party other than the Receiving Party’s employees, consultants, contractors, and/or agents who have a need to know such Proprietary Information in order for the Receiving Party to exercise its rights or perform its obligations under this Agreement and are bound by contractual obligations of confidentiality and non-use at least as restrictive as those set forth herein. Notwithstanding anything to the contrary herein, (i) the foregoing will not apply with respect to any information later than five (5) years following the disclosure thereof or to any information that the Receiving Party can document (A) was in its possession or known by it prior to receipt from the Disclosing Party, or (B) was rightfully disclosed to it without restriction by a third party, or (C) was independently developed without use of any Proprietary Information; and (ii) the Receiving Party may disclose Proprietary Information to the limited extent it is required to be disclosed by law, provided that the Receiving Party will first have given written notice to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

#### Subject to the licenses and rights expressly granted herein: (a) End User owns and will retain all right, title, and interest in and to the End User Data, and (b) Company owns and will retain all right, title, and interest in and to (i) the Services, the Software, and all improvements, enhancements, and/or modifications to the foregoing, and (ii) any and all software, applications, inventions, and/or other technology developed in connection with the Services and/or support.

#### To the extent End User or any End User personnel submits, orally or in writing, suggestions with respect to, or recommended changes to, the Services or Software, including, without limitation, requests for enhancements, new features, or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, “**Feedback**”), End User hereby assigns to Company, on behalf of itself and on behalf of the applicable End User personnel (as applicable), all rights, title, and interest in and to the Feedback. Accordingly, Company is free to use, at its option and in its sole discretion, without any obligation of attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

#### Company may monitor End User’s access to and use of the Services and/or Software and may collect, compile, and analyze data and other information related to the same, including statistical and performance information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning End User Data and/or End User Systems and information derived therefrom) (such data and information, collectively, “**Usage Data**”). As between Company and End User, all rights, title, and interest in and to the Usage Data will be solely and exclusively owned by Company. To the extent any rights in or to the Usage Data vest in End User, End User hereby assigns to Company all rights, title, and interest in and to the same. Accordingly, and without limitation, Company will be free (during and after the Term) to use the Usage Data (in whole or in part) for any lawful purpose, including, without limitation: (a) to make the Services available and maintain them; (b) to train, improve, and enhance the Services and other Company offerings; and (c) for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings.

### **TERM AND TERMINATION**

#### This Agreement will commence on the effective date specified in the order form or similar document relating to the Services entered into between End User and Reseller (“**Order Form**”), and unless earlier terminated pursuant to this Agreement or the Order Form or any agreement between End User and Reseller that governs the Order Form (“**Reseller Agreement**”), will continue for the initial service term specified in the Order Form (the “**Initial Term**”) and will automatically renew for successive periods of the same duration as the Initial Term (each, a “**Renewal Term**,” and, the Initial Term and any and all Renewal Terms, collectively, the “**Term**”), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term (as applicable).

#### In addition to any other remedies it may have, either party may terminate this Agreement, effective upon written notice to the other party, if the other party breaches this Agreement and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for thirty (30) days or more after the non-breaching party provides the breaching party with written notice of such breach. End User will pay in full for the Services through the Initial Term and any and all Renewal Terms that commenced before the effective date of termination. All sections of this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive such termination or expiration, including, without limitation, Sections 2.3, 3, 4.2, 5, 6.2, 7, 8, 9, and 10.

### **WARRANTY AND DISCLAIMER**

Company will use reasonable efforts, consistent with prevailing industry standards, to maintain the Services in a manner that minimizes errors in, and interruptions to, the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, provided that Company will use reasonable efforts to provide advance notice (e-mail sufficient) of any scheduled service disruption. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, COMPANY DOES NOT WARRANT THAT THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, RELATED TO THE SERVICES AND/OR THE SOFTWARE, THE USE OR ANY INABILITY TO USE ANY OF THE FOREGOING, THE RESULTS OF ANY USE OF ANY OF THE FOREGOING, AND THIS AGREEMENT.

### **INDEMNIFICATION**

#### End User will indemnify, defend, and hold harmless Company and Reseller and their respective affiliates, officers, employees, and agents from and against any and all damages, losses, liabilities, settlements, costs, and expenses (including, without limitation, attorneys’ fees) (collectively, “**Losses**”) incurred by any of them in connection with any claim or action that arises (a) from an actual or alleged violation of Section 2 or Section 3, (b) in connection with End User’s access to, and/or use of, the Services and/or Software, or (c) in connection with End User Data and/or End User Systems.

#### Company will indemnify, defend, and hold harmless End User and its affiliates, and its and their respective officers, employees, and agents, from and against any and all Losses incurred by any of them that arise from a third-party claim (a) that the Services infringe upon or misappropriate such third party’s intellectual property rights or (b) that alleges Company’s gross negligence or intentional misconduct.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR RESELLER OR THEIR RESPECTIVE AFFILIATES, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), AND STRICT LIABILITY, FOR ANY: (a) ERROR IN, OR INTERRUPTION OF USE OF, THE SERVICES, OR LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR LOSS OF BUSINESS; (b) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (c) MATTER BEYOND COMPANY’S REASONABLE CONTROL; OR (d) AMOUNTS THAT, TOGETHER WITH ANY AND ALL AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY END USER TO RESELLER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY; IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. END USER AGREES THAT IT WILL HAVE THE SOLE RESPONSIBILITY FOR PROTECTING ITS DATA (INCLUDING THE END USER DATA), BY PERIODIC BACKUP OR OTHERWISE.

### **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be eliminated or modified to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by End User except with Company’s prior written consent. Company may transfer or assign this Agreement, or any of its rights and obligations under this Agreement, with or without End User’s consent. The terms and conditions of this Agreement will inure to the benefit of, and be binding upon, the respective permitted successors and assigns of the parties. The parties intend that there are no third-party beneficiaries of this Agreement, except that Reseller is an intended third-party beneficiary of the rights afforded to Reseller under this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties, and it supersedes and cancels all previous written and oral agreements, communications, and other understandings between the parties relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and the Reseller Agreement or this Agreement and the Order Form, this Agreement will control. No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by either party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by an authorized representative of the party so waiving. End User does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after the sending thereof, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. End User agrees to reasonably cooperate with Company to serve as a reference account upon request.

By accessing and/or using the Services, or by signing below, End User signifies its agreement to be bound by this Agreement, effective as of effective date specified in the Order Form.

**End User**

By:

Printed Name:

Title:

Date of Signature: