

NINJIO Subscription and License Agreement

Pursuant to this Subscription and License Agreement and its associated Terms and Conditions (“License Agreement”), NINJIO, LLC (“Company”) shall provide certain digital security-related services including, among other things, computer based cybersecurity awareness training, to a customer (“Customer”) through (a) the “NINJIO AWARE HOSTED” or “NINJIO AWARE HOSTED Private Portal” hosted platform(s) and/or (b) a downloadable manner in which Customer can download and utilize Company’s “NINJIO Content” on their own systems (NINJIO AWARE ENTERPRISE). In addition to computer-based cybersecurity awareness training, Company offers dark web monitoring and notification services of compromised credentials (“NINJIO CREDENTIALS”) and simulated phishing services (NINJIO PHISH). For purposes of this License Agreement and for those certain NINJIO Solutions that Company has subscribed to such as, the “NINJIO AWARE HOSTED”, “NINJIO AWARE HOSTED Private Portal”, “NINJIO AWARE ENTERPRISE”, “NINJIO CREDENTIALS”, and “NINJIO PHISH” are collectively referred to as the “NINJIO Solutions”.

Customer desires, pursuant to this License Agreement for the duration of the term (“Term”) as contained in the Quote (“Quote”) to purchase certain NINJIO Solutions. The parties agree that all Quotes executed by the parties now or hereafter will be governed by the Agreement and incorporated herein.

Only those certain NINJIO Solutions agreed to in the Quote, and their associated Exhibits below, will be applicable to this License Agreement.

If Customer has purchased NINJIO AWARE HOSTED or NINJIO AWARE HOSTED Private Portal, then this EXHIBIT A applies.

Company has developed a proprietary and confidential computer based cybersecurity awareness and training system made up of animated educational videos (“NINJIO Episodes”) and other related content intended to be viewed solely by Customer’s employees, authorized contractors, and a limited number of employees’ family members (collectively, “Authorized Users”), in an effort to provide such individuals with access to a cloud based system containing ongoing, engaging, and informative computer based cybersecurity awareness training (“NINJIO AWARE HOSTED or NINJIO AWARE HOSTED Private Portal, collectively the “NINJIO AWARE HOSTED System”).

1. GRANT AND LIMITED SCOPE OF RIGHT TO ACCESS AND USE

1.1 In consideration of payment by Customer of the agreed upon fees contained in the Quote and Customer agreeing to abide by the associated Terms and Conditions of this License Agreement, Company hereby grants to Customer a limited, revocable, worldwide, non-exclusive, non-transferable, non-sublicensable right during the Term to use and access the NINJIO AWARE HOSTED System in accordance with the Terms and Conditions hereof and for no other purpose whatsoever. Company reserves all other rights. Company will

make the NINJIO AWARE HOSTED System available to Authorized Users at their individual workstations on supported web browsers or supported mobile devices over the Internet. Customer may view a list of supported browsers by visiting: <https://doc.keepnetlabs.com/technical-guide/saas-on-cloud-requirements>. Except as expressly provided for hereunder, Customer, including its Authorized Users: (a) shall not copy the videos or other content contained in the NINJIO AWARE HOSTED System; (b) shall not rent, lease, sublicense, loan, translate, merge, adapt, vary or modify the videos or other content contained in the NINJIO AWARE HOSTED System; (c) shall not make any alterations to, or modifications of, the whole or any part of the videos or other content contained in the NINJIO AWARE HOSTED System, nor permit the videos contained in the NINJIO AWARE HOSTED System or any part thereof to become incorporated in any other content without Company’s prior written consent; or (d) shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the videos or other content contained in the NINJIO AWARE HOSTED System.

1.2 The subscription fees described in the Quote are based on the Customer’s closest estimate of the list of Authorized Users. If Customer is invoiced monthly, the next invoice and all following invoices will reflect the actual number of Authorized Users in the system that are in excess of the Quantity (identified as “Quantity” in the Quote) of users as agreed to in the Quote. Company will calculate the number of Authorized Users, which will be measured around the beginning of each month. If Customer has not uploaded or synchronized all Authorized Users during the onboarding process, Company will bill Customer for the Quantity of Authorized Users as specified in the Quote. If Customer exceeds the Quantity of users as specified in the Quote, then Customer will be billed for the additional Quantity of Authorized Users at the per user pricing as specified in the Quote. Unless otherwise agreed to in writing, if Customer has uploaded only a small number of users for testing or other purposes, Company will continue to bill Customer the Quantity (identified as “Quantity” in the Quote) as stated on the Quote. If Company has chosen to be invoiced all at one time for the Term, or in annual increments thereof, then the annual invoice will be based on the Quantity of Authorized Users provided to Company. If Customer uploads more Authorized Users than Customer was invoiced for, then Company will provide Customer with an invoice for the additional Authorized Users. For the avoidance of doubt, Authorized Users are the number of users uploaded or synchronized with the NINJIO AWARE HOSTED System, and NOT the number of users who have viewed the NINJIO episodes.

1.3 Customer shall not be required to install any software on Customer’s own servers or on Customer employee workstations (except for an up-to-date web browser as specified in Section 1.1). Customer will not need to purchase any additional computer hardware to access the NINJIO AWARE HOSTED System.

1.4 After Customer has completed the onboarding process, Company will make available to Customer's Authorized Users a different NINJIO Episode approximately each month during the Term. The videos may be viewed solely by Authorized Users.

1.5 NINJIO AWARE DOJO HOSTED Private Portal

1.5.1 If Customer has subscribed to the "NINJIO AWARE DOJO HOSTED Private Portal" as specified in the Quote, this enables Customer through Company the capability to brand certain portions of the NINJIO AWARE HOSTED Private Portal as further described in the Quote. In addition, certain directory services synchronization features may be available, as also further described in the Quote. Notwithstanding the foregoing, there may be instances whereby Customer is using a directory services technology that will not work with the NINJIO AWARE HOSTED Private Portal. In such a case, Customer will have the ability to upload and manage its users through the NINJIO AWARE HOSTED Private Portal administrative interface.

NINJIO AWARE HOSTED PRIVATE PORTAL DESCRIPTION OF SERVICES:

NINJIO DOJO is a security platform and Learning Management System (LMS) where you can manage your security program, increase awareness and reduce risk in your organization.

Deploy NINJIO as a managed service and rest assured that our neuroscience-back methodology, award winning content, and employee learning best practices are firing on all cylinders so you can focus on your business and achieve optimal engagement, which means a reduction of risk in your organization. NINJIO handles every aspect of your security awareness program for you.

NINJIO DOJO also provides self-service administrative access to manage your own security awareness program, run reports, manage users, view your engagement, and gamification dashboard.

NINJIO DOJO Private Portal also includes:

- Portal branding with your company logo
- Custom Email templates, branded with your company's assets.
- Custom SMTP Server integration - deploy training enrollments through your own email server (365/G-suite/relay server)
- Suspicious email report button: Customize a suspicious email reporting button that integrates to Outlook/365/G-Suite. Choose a custom email address to quickly and easily train your employees to report suspicious emails and track proactive reporting.
- Customize the learner certificate of completion
- Custom Domain URL and SSL certificate
- Integrate with LDAP(S) Active Directory, Azure AD or SAML to automatically synchronize your learner target users.

During the "Onboarding Process", Customer may be given the option of having Company manage the NINJIO Solutions, and the delivery of the NINJIO Solutions for Customer. Alternatively, Customer may have the option to manage NINJIO Solutions on their own. If Customer chooses to manage the NINJIO Solutions on their own, then it is recommended that Customer follow Company's "Deployment Methodology." The Deployment Methodology document will be provided upon request to Customer during the Onboarding Process.

NINJIO AWARE HOSTED DESCRIPTION OF SERVICES:

A fully MANAGED SERVICE for Security Awareness that gives your organization access to our entire library of Episodes and access to each new Episode upon release.

Each Episode is roughly 3-4 minutes in length, focuses on a single attack vector and is followed by a brief quiz.

A new Episode is released roughly every 30 days and is based on or inspired by a real security breach and/or a current and/or prolific security threat, keeping users up-to-date on the latest threats.

You can send as many Episodes from the content library as needed with no additional cost, and your users will have access to watch the Episodes as many times as they like.

Each Episode is written by a Hollywood Writer, a member of the Writer's Guild of America, who has written and/or produced a combined 71 Episodes of CSI:NY and Hawaii 5-0.

Upon completion, each user is emailed a PDF Completion Certificate and is given access to a blog post written for that Episode so that they can read about the featured story and the attack vector that we applied to the Episode.

Each Episode has a simple cartoon emailed to your users two weeks after the Episode, reinforcing the teachable moment.

Each employee who receives our Episode can enroll up to 7 family members to receive our Episodes at no additional cost, through our Family Use Rights portal available at <https://family.ninjio.com>.

Though NINJIO AWARE Hosted is a Managed Service, and we do the launch of each episode according to our scheduled, along with sending out weekly detailed reporting, the Customer Administrator still has full access to a dashboard whereby they can add/remove users, run on-demand reports, and enroll users in Ad-hoc Episodes.

Each Episode is subtitled in English that the user can turn on/off. Additional language subtitles are available for an additional fee.

NINJIO AWARE Hosted includes unlimited administrator support by email and phone from 6AM-6PM Pacific Time.

END OF EXHIBIT A

If Customer has purchased a license to access and use NINJIO AWARE ENTERPRISE, then this EXHIBIT B applies.

Company has developed a proprietary and confidential computer based cybersecurity awareness and training system made up of animated educational videos (“NINJIO Content”) and other related materials intended to be viewed solely by Customer’s employees, authorized contractors, and a limited number of employees’ family members (collectively, “Authorized Users”), in an effort to provide such Authorized Users with access to the NINJIO Content and such other cybersecurity awareness educational material, all of which are included by NINJIO as “NINJIO AWARE ENTERPRISE”. Customer desires to purchase a license to gain access to NINJIO AWARE ENTERPRISE pursuant to the associated Terms and Conditions of this License Agreement hereof.

1. GRANT AND LIMITED SCOPE OF LICENSE

1.1 In consideration of payment by Customer of the agreed upon fees in the Quote and Customer agreeing to abide by this License Agreement, Company hereby grants to Customer a limited, revocable, worldwide, non-exclusive, non-transferable, and non-sublicensable license during the Term to access and use NINJIO AWARE ENTERPRISE in accordance with the Terms and Conditions hereof and for no other purpose whatsoever. Company reserves all other rights.

1.2 Customer may upload the NINJIO Content onto its internal Learning Management System or other delivery system for the sole purpose of allowing the Authorized Users to view the Content on-screen at their workstations, laptops, and mobile devices for their own personal consumption and education.

1.3 Except as expressly provided for hereunder, Customer, including its Authorized Users (a) shall not copy any components of NINJIO AWARE ENTERPRISE; (b) shall not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the any components of NINJIO AWARE ENTERPRISE; (c) shall not make any alterations to, or modifications of, any components of NINJIO AWARE ENTERPRISE, nor permit the NINJIO Content, or any part thereof to become incorporated in any other content without Company’s prior written consent; or (d) shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any components of NINJIO AWARE ENTERPRISE.

1.4 Customer covenants and agrees that it shall supervise and control use of and access to NINJIO AWARE ENTERPRISE and ensure that NINJIO AWARE ENTERPRISE is accessed only by the Authorized Users in accordance with the Terms and Conditions of this Licensing Agreement. Customer shall not remove Company’s copyright notice Company’s Logo(s) or Company’s Trademarks on any part of NINJIO AWARE ENTERPRISE unless Company has provided express written consent. Customer shall not provide or otherwise make available NINJIO AWARE ENTERPRISE in whole or in part, in any form to any person other than Authorized Users without prior written consent from Company.

2. AUTHORIZED USERS ACCESS TO NINJIO AWARE ENTERPRISE

2.1 Company has developed and is the owner of NINJIO AWARE ENTERPRISE. Customer hereby agrees to and is purchasing a limited license to access and use NINJIO AWARE ENTERPRISE in accordance with Exhibit B, Section 1 of this License Agreement and the Terms and Conditions hereof.

2.2 A designated number of Authorized Users, as contained in the Quote, shall be allowed to access, and use NINJIO AWARE ENTERPRISE during the Term. For the avoidance of doubt, Authorized Users are the number of users who can access the NINJIO Content delivered through the Customer’s Learning Management System or other delivery mechanism, and NOT the number of users who have only viewed the NINJIO Content. Company will make NINJIO AWARE ENTERPRISE available to such Authorized Users by delivering to Customer, or allowing Customer to download, via electronic means, SCORM compliant and other file types that make up the NINJIO Content of NINJIO AWARE ENTERPRISE. Customer will be responsible for loading the NINJIO Content into Customer’s own SCORM compliant Learning Management System or other Customer provided delivery system. HTML5, Tin Can API and .mp4 file types will be available to Customer at no additional charge. Any modifications to the included file types requested by Customer, or other file types requested by Customer may be available at an additional charge.

2.3 Company does not have the ability to track how many Authorized Users the NINJIO Content is being distributed to so from time to time, Company will provide Customer with a form called “Confirmation of Authorized Users.” Within 10 business days of receiving the form, Customer will be required to fill out and sign the Confirmation of Authorized Users indicating the average number of Authorized Users who had access to the NINJIO Content from either (a) the start of this License Agreement or (b) since the last Confirmation of Authorized Users was executed. Upon request by Company, Customer shall provide a report from Customer’s LMS system, or alternative delivery system, signed by an officer of the Company, containing the number of users who have access to NINJIO AWARE ENTERPRISE. If Customer is deploying NINJIO Content to 5% or more Authorized Users than what Customer has agreed to in the Quantity of the Quote, and is currently paying, or has already paid for, Company will send an additional invoice for the additional Authorized Users that Customer has not been invoiced or paid for. Company will modify any future invoices that may be applicable to include all Authorized Users, if the number of Authorized Users disclosed on the Confirmation of Authorized Users form is more than the Quantity specified in the Quote. There will be no refund for users less than what has been agreed to in the Quote, so Customer is advised to provide their best estimate on the number of Authorized Users.

2.4 Each video of NINJIO AWARE ENTERPRISE can be made available to an Authorized User by Customer through Customer’s Learning Management System or other delivery system and may be viewed by each Authorized User as many times as they wish during the Term. Viewing of NINJIO Content is only to be consumed by such Authorized User. No NINJIO Content or any other components of NINJIO AWARE ENTERPRISE may be shared by Customer or Authorized Users with anyone else.

2.5 In some cases, Customer may want Company to provide custom development work to make enhancements

and/or modifications to the NINJIO Content, or other components of NINJIO AWARE ENTERPRISE. These enhancements may include creating co-branded NINJIO episodes or other co-branded NINJIO Content. If Customer requests custom development work and Company deems, in its sole discretion, that such requested customization is reasonable, and Company has the resources available to dedicate to such customization, and Company is willing to dedicate Company resources to such customization, then Company may include in the Quote the descriptions of the desired customizations and the pricing associated with developing and implementing such customizations. All enhancements to any NINJIO Content or any other components of NINJIO AWARE ENTERPRISE will be the sole property of Company, though any Customer Logos or Trademarks will remain the sole property of the Customer.

2.6 NINJIO will make available to Customer a different piece of NINJIO Content approximately each month during the Term. The NINJIO Content may be viewed solely by Authorized Users. Subject to the terms hereof, Company will provide technical support to Customer in accordance with Company's standard practice. Customer will introduce Company to their designated "Customer Success Manager" during the onboarding process.

END OF EXHIBIT B

If Customer has purchased NINJIO CREDTS, then this EXHIBIT C applies.

Compromised Credential Monitoring Services

Customer is subscribing for the compromised credential monitoring and notification resold by Company trademarked as ("NINJIO CREDTS"), of which such services are provided to Customer by Company's vendor, ZeroFox ("ZeroFox"). NINJIO CREDTS are provided in an attempt to assist Customer in (i) identifying compromised credentials (i.e. usernames, passwords, email addresses, etc., that have been compromised) that may allow bad actors to access other username and password protected systems, applications and data; (ii) uncovering compromised credentials from sources such as hacker dump sites, the black market, hacktivist forums, file sharing portals, botnet exfiltration, data leaks and malware logs; and (iii) finding data leaks before they become public knowledge and providing notice to Customer of such leaks.

1. Description of Services:

1.1 Compromised Credentials Feed – email and plaintext password pairs delivered as available.

1.2 This service monitors compromised data disclosures exposed through third party or underground malicious activity. As data is aggregated, credentials will be harvested, indexed, and delivered.

1.3 ZeroFox has compiled an aggregated database of compromised credentials, usernames, and passwords. With this database, ZeroFox generates actionable, near real-time alerts when credential exposure occurs. By monitoring critical email accounts, domains, or client accounts, action can be taken when the exposure of applicable credentials is identified.

1.4 ZeroFox continues to monitor both OSINT and non-OSINT/closed dark web sources (hacker forums, data dump sites, malware logs, key logger dumps, file sharing portals, botnets, etc.) for exposure of credentials and other personal information which may have an adverse impact on Customer's organization. Whether this is personal information, financial, medical, or corporate credentials, ZeroFox monitors for activity, captures the most recent breached data, and presents it in an actionable manner.

1.5 Notification Hours: Near 24 hours per day, 7 days per week, and every day of the year.

1.6 Communication Mechanism: Data delivered from ZeroFox to Customer via the ZeroFox Portal, API, SFTP flat file transfer, or other mutually agreed upon communication methodology.

2. NO WARRANTIES FOR NINJIO CREDTS

Customer acknowledges and agrees that the NINJIO CREDTS service is provided to Customer by ZeroFox and not Company. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE NINJIO CREDTS SERVICE AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

END OF EXHIBIT C

If Customer has purchased NINJIO PHISH, then this EXHIBIT D applies.

Simulated Phishing Services

Customer is subscribing for the Simulated Phishing Services trademarked as (“NINJIO PHISH”)

1. NINJIO PHISH is a web-based software application designed for conducting social engineering testing, primarily via phishing on a Target (“Target”) which is normally an employee’s email address, that is tested via NINJIO PHISH.
2. USE OF NINJIO PHISH. Upon Customer’s acceptance of this EXHIBIT D, and subject to the compliance of this License Agreement and these Terms and Conditions, Company hereby grants to Customer a limited, non-transferable, non-exclusive, non-sublicensable license to use NINJIO PHISH solely to: (a) test Target’s security awareness via social engineering testing, and (b) review the reports produced by NINJIO PHISH for the purpose of documenting exposure to social engineering tactics.
3. RESTRICTIONS/ACKNOWLEDGMENTS. Customer’s use of NINJIO PHISH is subject to the following restrictions: (a) Customer agrees to use the NINJIO PHISH only for purposes that are lawful in the jurisdictions where Customer and Targets reside, (b) Customer agrees to use the NINJIO PHISH only to test Targets for which Customer has the full right, power, and authority to test, (c) Customer agrees not to reverse engineer, decompile, or disassemble any software or system that provides or enables NINJIO PHISH or otherwise attempt to derive the processes by which NINJIO PHISH is delivered, and (e) Customer agrees to cease use of the service upon termination, expiration, or non-payment.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR ALL ACTIVITY CONDUCTED VIA CUSTOMER’S ACCOUNT, INCLUDING ANY UNAUTHORIZED USE OF LOGOS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY, WHETHER OR NOT SUCH MATERIAL WAS AVAILABLE ON THE SYSTEM.
4. AUTHENTICATION CREDENTIALS. CUSTOMER AND ANY AUTHORIZED USERS OF CUSTOMER ACCOUNT ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ASSIGNED AUTHENTICATION CREDENTIALS, INCLUDING, BUT NOT LIMITED TO, USERNAMES

AND PASSWORDS ASSOCIATED WITH THE CUSTOMER ACCOUNT. If Customer believes that Customer’s account, or authentication credentials are being used in an unauthorized manner, Customer agrees to contact Company within one calendar day so that appropriate action can be taken to modify Customer’s account.

5. NINJIO PHISH is provided on a “Per User” basis and Customer will have unlimited Targets to deploy on each one of Customer’s employees (“Users”). Customer will be billed either monthly or annually (in accordance with the billing model for the other NINJIO Solutions) for the number of Users specified in the Quote.
6. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING NINJIO PHISH AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NINJIO DOJO PHISH DESCRIPTION OF SERVICES:

NINJIO DOJO Simulated Phishing combines a robust library of templates and feature rich administrative portal to allow you to test your learners with real world phishing scenarios to ensure your training program is on track.

DOJO PHISH includes unlimited monthly phishing per target with dedicated support to help you create and launch your campaigns for a successful outcome.

Additional Features:

- Template clone URL feature
- Failed test follow-up training
- Robust reporting and "User KPI"
- Custom Phishing URL
- Suspicious Email reporting button (G-Suite / Microsoft 365)
- Campaign randomization (with prioritization) and staggering
- Scheduling and time zone control

END OF EXHIBIT D

Terms and Conditions of this License Agreement and Executed Quote / Order Form

1. SUBSCRIPTION TO NINJIO SOLUTIONS

1.1 As explained in one or more of the Exhibits, Customer has subscribed for the NINJIO Solutions listed in the Quote to enable a certain limited Quantity of authorized Customer employees and/or contractors (“Authorized Users”) identified as “Quantity” in the Quote to receive access to certain NINJIO Solutions during the Term. Customer agrees to pay the recurring and non-recurring fees (if applicable) as described in the Quote through the duration of the Term.

1.2 Subject to the terms set forth in Section 5.2, the pricing provided in the Quote will remain the same throughout the initial Term, and the initial user Quantity subscribed for will be the minimum number of users that Company will bill Customer for during the Term.

1.3 There may be instances beyond Company’s reasonable control whereby a new NINJIO Episode is not released in each month. In that case, Customer can pick from Company’s library an alternative NINJIO Episode to use. If Company misses a month of a NINJIO Episode release, no refund for that month will be provided, as Customer has unfettered access to over sixty-seven other NINJIO Episodes that Customer can utilize in accordance with the terms of this License Agreement.

1.4 Beginning on or around the execution date of this License Agreement (that certain date that the Quote was electronically signed online (OR) the date that this License Agreement was signed below), Company, within three (3) to five (5) business days Company will initiate its onboarding process. This process will generally begin by Company representative contacting Customer (typically through email) to schedule a phone call to begin the onboarding process. If Customer is not responsive to the initiation of the onboarding process, or delays the onboarding process for any reason, in each case as reasonably determined by Company (unless a prior onboarding process initiation date was previously set), Customer will still be responsible for their payment obligations as further contained in this License Agreement.

2. TECHNICAL SUPPORT SERVICES

2.1 Subject to the terms hereof and except for the NINJIO CREDITS service (which may have different support hours that are provided by ZeroFox), Company will provide Customer with technical support services via both telephone and electronic mail on weekdays during the hours of 6:00 A.M. through 6:00 P.M. Pacific Standard Time, with the exclusion of Federal Holidays (“**Support Hours**”). Customer may initiate a helpdesk ticket during Support Hours by calling 805-864-1999 or any time by emailing support@ninjio.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Neither Customer nor any of the Authorized Users will, directly or indirectly: make use of the NINJIO Solutions except in strict accordance with these Terms and Conditions, share any of the NINJIO Content or other information related to the NINJIO Solutions with any third parties; modify, translate, or create derivative works based on the NINJIO Solutions including, but not limited to, the NINJIO Episodes

that are a part of such system; use the NINJIO Solutions in a manner that might otherwise benefit a third party; remove any proprietary notices or labels associated with the NINJIO Solutions; or use automated means, including screen capture software, spiders, robots, crawlers, data mining tools, or similar data gathering methods to download any NINJIO Content or NINJIO Solutions or otherwise access the NINJIO AWARE ENTERPRISE or NINJIO Solutions.

3.2 Customer represents, covenants, and warrants that Customer will use the NINJIO Solutions only in strict compliance with all applicable laws and regulations. If Company discovers that Customer’s and/or Authorized User’s use of the NINJIO Solutions are in violation of this License Agreement, Company may prohibit any use of the NINJIO Solutions it believes may be (or is alleged to be) in violation of the foregoing.

3.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the NINJIO Solutions, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer’s account within the NINJIO Solutions, passwords (including but not limited to administrative and Authorized User’s passwords) files, and for all unauthorized uses of Customer’s account or the Equipment with or without Customer’s knowledge or consent, if such unauthorized access was due to a security breach attributed to an error or omission of Customer.

3.4 If Customer’s or Authorized User’s account for the NINJIO Solutions suffers, or is made aware of a security breach, Customer must notify Company as soon as possible (as allowed by law), but in no event less than what is required by the laws of the State of California as Company may have to notify its Customers of the security breach if it believes that its other Customers have been affected.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party receiving information (the “Receiving Party”) understands that the other party disclosing information (the “Disclosing Party”) has disclosed or may disclose business, technical 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 non-public information regarding features, functionality, and performance of the NINJIO Solutions including, but not limited to, video content, data aggregation, identification, analysis and delivery, and process and methodologies associated with the compromised credentials monitoring and notification services and other NINJIO Solutions. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable Authorized Users to access the NINJIO Solutions (“Customer Data”).

4.2 The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in accessing and using the NINJIO Solutions as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes

generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.3 Customer shall own all right, title, and interest in and to the Customer Data. Company shall own (or has obtained the proper right and license from a third party owner to use in the manner described in these terms and conditions) and retain all right, title and interest in and to (a) the NINJIO Solutions (including, but not limited to, the videos that are a part thereof) and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed by Company, its licensors, partners, or affiliates in connection with implementing and making the NINJIO Solutions available to Customer or supporting Customer in connection with its use of the NINJIO Solutions, and (c) all intellectual property rights related to any of the foregoing.

4.4 Notwithstanding anything to the contrary herein, if Customer has subscribed to the NINJIO Solutions described in Exhibit A, Company shall have the right to collect and analyze non personally identifiable data in accordance with the California Consumer Privacy Act and the General Data Protection Regulation, along with other information relating to the provision, use and performance of various aspects of the NINJIO Solutions and related systems and technologies. Company will be free to (i) use such non personally identifiable information and data to improve and enhance the NINJIO Solutions and for other potential development, diagnostic, and corrective purposes in connection with the NINJIO Solutions and other potential future Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, including but not limited to its "NINJIO Cares" program. No rights or licenses in the NINJIO Solutions (including, but not limited to, the videos which are a part thereof) are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Customer shall pay Company the then applicable Per User Subscription Fees and other fees provided in the Quote for enabling Authorized Users to access the NINJIO Solutions in accordance with the terms herein and in the Exhibits for the NINJIO Solutions being subscribed for by Customer for the duration of the Term (collectively, the "Fees").

5.2 If Customer's use of the NINJIO Solutions exceeds the number of Authorized Users set forth in the Quote or otherwise, Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Subscription Term or then-current renewal term, by providing written notice to Customer, which notice may be delivered by email.

5.3 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than ninety (90) days after the first billing statement in which the error or problem appeared, to receive an adjustment or credit, which shall be provided at the sole discretion of the Company. Inquiries should be directed to Company's accounting department.

5.4 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the receipt of the invoice by Customer.

5.5 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of Service.

5.6 Customer shall be responsible for all taxes associated with enabling Authorized Users to access the NINJIO Solutions other than U.S. taxes based on Company's net income.

5.7 If Customer is based outside of the United States of America, Company may require that Customer pay for NINJIO Solutions for one year in advance, unless another agreement has been made.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this License Agreement is for the Initial Subscription Term as specified in the Quote and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. Company will institute a 3% price increase at the renewal of each Term. In the event Company institutes a price increase of more than 3%, Company will be required to notify Customer at least sixty (60) days prior to the renewal of the then current Term. Customer has no obligation to continue Customer's subscription to the NINJIO Solutions at the end of any given Term.

6.2 In addition to any other remedies it may have, either party may also terminate this License Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the Terms and Conditions of this License Agreement and fails to cure such breach during such thirty (30)-day period.

6.3 Customer will pay in full for Authorized Users to have access to and make use of the NINJIO Solutions up to and including the last day of the Term, unless Customer terminates this Agreement pursuant to the terms set forth in Section 6.2. If Customer terminates this License Agreement pursuant to the terms set forth in Section 6.2, Customer will pay in full for all Fees owing up to and including the last day on which any of the NINJIO Solutions are made available any Authorized Users.

6.4 Upon termination of this License Agreement for any reason, Customer shall, and shall cause its Authorized Users to, delete and destroy any copies of the NINJIO AWARE ENTERPRISE in Customer's (or its Authorized User's) possession or control and provide certification of such deletion and destruction to Company within ten (10) days after the date of termination.

6.5 All sections of these Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability, and indemnity.

7. WARRANTY AND DISCLAIMER

7.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the NINJIO Solutions in a manner which minimizes errors and interruptions in Authorized Users access to and use of the NINJIO Solutions and shall perform the implementation services (as described in the Quote) in a professional and workmanlike manner.

7.2 The NINJIO Solutions may be temporarily unavailable due to 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, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption.

7.3 COMPANY DOES NOT WARRANT THAT THE NINJIO SOLUTIONS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE NINJIO SOLUTIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE NINJIO SOLUTIONS ARE A TRAINING TOOL AND THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY AUTHORIZED USERS RELATING TO OR ARISING FROM ANY ACTUAL SECURITY BREACH OR I.T. SECURITY ISSUE. CUSTOMER AND ITS AUTHORIZED USERS ASSUME ALL RISK OF DAMAGE AND LOSS RESULTING FROM USE OF THE NINJIO SOLUTIONS AND CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE NINJIO SOLUTIONS ARE SUFFICIENT FOR CUSTOMER'S PURPOSES. WITHOUT IN ANYWAY LIMITING THE FOREGOING, THE EPISODES PROVIDED THROUGH THE NINJIO SOLUTIONS ARE NOT INTENDED TO PRESENT THE ONLY, OR NECESSARILY THE BEST, METHOD OR PROCEDURE FOR DEALING WITH A SECURITY BREACH OR I.T. SECURITY ISSUE, BUT RATHER PRESENT THE APPROACH OR OPINION OF THE COMPANY.

7.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE NINJIO SOLUTIONS AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Company's obligation to provide the NINJIO Solutions hereunder shall be excused without liability when prevented by strike, act of God, internet outages, pandemic or disease outbreak, governmental action, accident, act of war, act of terrorism or any other condition beyond its reasonable control. Company shall resume providing the NINJIO Solutions as soon as practicable following cessation of such condition.

8. INDEMNITY

8.1 Company shall, at its sole cost and expense, indemnify, defend, and hold harmless Customer and its Authorized Users from liability to third parties resulting from infringement by the NINJIO Episodes which make up the NINJIO Solutions of any United States copyright laws, provided Company is promptly notified of all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the NINJIO Solutions (i) not provided or supplied by Company, (ii) made in whole or in part in accordance with Customer specifications and using assets or work product provided to Company by Customer, (iii) that are modified by Customer or any Authorized User after delivery by Company (which is expressly prohibited hereunder), (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where

Customer's use of the NINJIO Solutions is not strictly in accordance with these Terms and Conditions. If, due to a claim of infringement, the NINJIO Solutions is held by a court of competent jurisdiction to be or is believed by Company to be infringing on a third party's copyrights, Company may, at its option and expense (a) replace or modify the NINJIO Solutions (or portions thereof) to be non-infringing, (b) obtain for Customer a license or right to continue using the NINJIO Solutions (or portion thereof) that was infringing, or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer a pro-rata refund of any prepaid, unused fees for the NINJIO Solutions at issue.

8.2 Customer shall, at its sole cost and expense, indemnify, defend and hold harmless Company and its members, managers, officers, employees, agents, and contractors (individually, a "Company Indemnified Party" and collectively, the "Company Indemnified Parties"), and each and all of them, from and against any claims, liabilities, suits and/or proceedings (each a "Claim" and collectively, "Claims") made or brought by any third party against any Company Indemnified Party, including, without limitation, attorneys' fees, costs, judgments, awards, settlement amounts and expenses with respect thereto, if such Claim is based on an allegation that or is related to (i) Customer's, or any Authorized User's, breach of any term, provision, representation or warranty contained in this License Agreement, (ii) Customer's, or any Authorized User's, violation of any laws, regulations, or ordinances, (iii) Customer's, or any Authorized User's, negligence, error, omission, willful misconduct, or use of any of the NINJIO Solutions, except to the extent due to Company's gross negligence or willful misconduct, (iv) Customer Data, or (v) Customer's logos, trademarks, tradenames, copyrights and other intellectual property.

9. LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY (SECTION 4) OR INDEMNIFICATION (SECTION 8), COMPANY AND ITS PARTNERS, AFFILIATES, LICENSORS, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE NINJIO SOLUTIONS OR ANY SUBJECT MATTER OF THE AGREEMENT OR THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE NINJIO SOLUTIONS UNDER THE AGREEMENT IN THE 3 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.

10. MISCELLANEOUS

If any provision of this License Agreement or these Terms and Conditions are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this License Agreement and these Terms and Conditions will otherwise remain in full force and effect and enforceable. This License Agreement is not assignable, transferable, or sub-licensable by Customer except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under the Agreement without consent. The Quote, this License Agreement, these Terms and Conditions, and the attachments, exhibits and schedules attached hereto and thereto are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this License Agreement and the Terms and Conditions, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If Customer submits a Purchase Order or similar instrument containing Customer’s own terms and conditions containing provisions that conflict with the provisions of this

License Agreement, then such terms and conditions shall be deemed rejected by Company and the provisions of this License Agreement shall control. No agency, partnership, joint venture, or employment is created as a result of this License Agreement, or these Terms and Conditions and Customer 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 License Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees in addition to any other recovery to which such party may be entitled. All notices under this License 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 email; the day after it is sent, 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 shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California and any United States District Court situated in the State of California for the purpose of construing and enforcing this License Agreement.

NINJIO, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____