

BY ACCESSING OR USING ANY PART OF THE SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PERSON ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE: (1) HAS FULL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT, AND (2) HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. BY CLICKING THROUGH OR OTHERWISE ACCEPTING THIS AGREEMENT ELECTRONICALLY, INCLUDING BY ACCESSING OR USING THE SERVICES, CUSTOMER IS CONSENTING TO THE USE OF ELECTRONIC DELIVERY OF DOCUMENTS AND AN ELECTRONIC SIGNATURE, AND AGREES THAT SUCH ELECTRONIC SIGNATURE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS BINDING TO THE SAME EXTENT AS ORIGINAL SIGNATURES.

This SaaS Services Agreement (“**Agreement**”) is entered into by and between Doppel Inc., a Delaware corporation with a place of business at 440 N Barranca Ave #5110, Covina, CA 91723 (“**Doppel**”), and the end user customer (“**Customer**”). The “**Effective Date**” of this Agreement and license(s) granted under this Agreement will be the earlier of the date set forth in the applicable ordering document entered into by Doppel and Customer or purchase order(s) accepted by Doppel that describes the Services to be acquired by Customer (each an “**Order Form**”), or the date on which Doppel initially delivers an email that contains Customer’s unique credentials that allow Customer to access the Software. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the Effective Date.

1. SAAS SERVICES AND SUPPORT

1.1 As part of the registration process, Customer will identify an administrative username and password for Customer’s account on the Services (“**Customer Account**”). Doppel reserves the right to refuse Customer’s registration and/or passwords Doppel deems inappropriate.

1.2 Subject to the terms hereof, Doppel will provide Customer with reasonable technical support services in accordance with Doppel’s standard practice.

2. LICENSE GRANT

2.1 During the term of the Software subscription license as stated in an applicable Order (the “**Subscription Term**”), and subject to payment of the applicable fees, Doppel grants Customer a non-exclusive, non-sublicensable and non-transferable, limited subscription license to use the Software and applicable user documentation relating to the use of Software provided to Customer by Doppel (the “**Documentation**”) in accordance with the Documentation and the Order.

2.2 If Customer enters into a contract with a third party that manages Customer’s information technology resources (“**Managing Party**”), Customer may allow its Managing Party to use the Software on Customer’s behalf, provided that: (i) the Managing Party only uses the Software for Customer’s internal business purposes and not for the benefit of any third party or for the Managing Party, (ii) the Managing Party agrees to comply with the terms and conditions of this Agreement, and (iii) Customer is responsible for and remains liable for the Managing Party’s use of the Software in compliance with the terms and conditions of this Agreement. In addition, Customer must ensure that its personnel comply with the terms of this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer 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 Doppel (collectively, “**APIs**”) and all underlying code and associated integrations), Documentation, and/or data related to the Services (collectively, “**Software**” and together with any technical support (“**Support**”), the “**Services**”); copy, modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Doppel 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.

3.2 Further, Customer 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 the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

3.3 Customer represents, covenants, and warrants that: (a) Customer will use the Services and Software only in compliance with this Agreement and all applicable laws, rules, and regulations; and (b) Customer has, and will maintain throughout the Term (as defined below), all rights required for Doppel to be able to perform the Services. Although Doppel has no obligation to monitor Customer's use of the Services, Doppel may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Agreement.

3.4 Customer 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 Customer Data (as defined below) that is needed to enable Doppel's provision of the Services and all such other resources as may be reasonably requested by Doppel from time to time, (c) providing Doppel's personnel with other information which Doppel may require in connection with the provision of the Services, and (d) provide, and ensure that any and all relevant third parties provide, all cooperation and assistance Doppel reasonably requests to enable Doppel to exercise its rights and perform its obligations under the Agreement. Customer will also be responsible for maintaining the security of the Equipment, Customer 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 Customer Account and/or the Equipment, with or without Customer's knowledge or consent.

4. CUSTOMER DATA

4.1 Customer 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 Customer to Doppel ("**Customer 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) Customer has provided, and will provide throughout the Term, all necessary notices, and Customer has obtained, and will maintain throughout the Term, all licenses, consents, approvals, and any and all other rights and permissions with respect to the Customer Data required (i) to grant to Doppel the license and rights set forth in the Agreement, and (ii) for Doppel to perform the Agreement and make the Services available to Customer, in each case of (i) and (ii) without infringing, misappropriating, or otherwise violating any third-party rights, any agreement by which Customer is bound, any privacy policies or notices, or any applicable laws, rules, or regulations; and (c) the Customer Data does not contain and will not contain any viruses,

Trojan horses, worms, time bombs, corrupted files, or other harmful or destructive code.

4.2 Customer hereby grants, and represents and warrants that it has sufficient rights to grant, to Doppel 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 Customer Data to make the Services available to Customer, to maintain the Services, and to perform any other obligations of Doppel under the Agreement.

5. SERVICES ADMINISTRATION

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

5.2 Notwithstanding anything to the contrary in the Agreement, Doppel will have the right to use Customer Data for Doppel's business purposes, including, without limitation, to train and improve the Services and other Doppel offerings, to develop new products or features, and for data analysis, customer research, and identifying usage trends. For example, Doppel may use content included in the Customer 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 Doppel's customers generally.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

6.1 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 Doppel 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 the 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 the 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.

6.2 Subject to the licenses and rights expressly granted herein: (a) Customer owns and will retain all right, title, and interest in and to the Customer Data, and (b) Doppel 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 Implementation Services and/or support.

6.3 To the extent Customer or any Customer 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**”), Customer hereby assigns to Doppel, on behalf of itself and on behalf of the applicable Customer personnel (as applicable), all rights, title, and interest in and to the Feedback. Accordingly, Doppel 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.

6.4 Doppel may monitor Customer’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 Customer Data) (such data and information, collectively, “**Usage Data**”). As between Doppel and Customer, all rights, title, and interest in and to the Usage Data will be solely and exclusively owned by Doppel. To the extent any rights in or to the Usage Data vest in Customer, Customer hereby assigns to Doppel all rights, title, and interest in and to the same. Accordingly, and without limitation, Doppel 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 Doppel offerings; and (c) for other

development, diagnostic, and corrective purposes in connection with the Services and other Doppel offerings.

7. PAYMENT OF FEES

7.1 If Customer orders from a Doppel-authorized business partner (“**Reseller**”), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Doppel’s provision and Customer’s license to the Software whether Customer orders the Software from Doppel or a Reseller.

7.2 If Customer orders directly from Doppel, Customer will pay Doppel the fees for the subscription term set forth in the Order Form; provided, however, that Doppel reserves the right to change the fees and/or to institute new charges and fees applicable to any renewal Order Form by notifying Customer (email sufficient) of such change(s) at least sixty (60) days prior to the commencement of the applicable renewal term.

7.3 Doppel may choose to bill through an invoice, in which case Customer will pay all invoiced amounts within thirty (30) days of the date of the applicable invoice. 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. The failure to pay invoices in accordance herewith may result in immediate suspension or termination of Services. Customer will be responsible for all taxes associated with the Services other than U.S. taxes based on Doppel’s net income.

8. TERM AND TERMINATION

8.1 Subject to earlier termination as provided in the Agreement, the Agreement commences on the Effective Date and remains in effect for the Subscription Term.

8.2 In addition to any other remedies it may have, either party may terminate the Agreement, effective upon written notice to the other party, if the other party materially breaches the 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. Notwithstanding anything to the contrary in the foregoing, Doppel may terminate the Agreement immediately upon Customer’s breach of Section 6. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of the Agreement that, by their nature, should survive termination or expiration of the Agreement, will survive such termination or expiration, including, without limitation, Sections 2.3, 3, 4.2, 5, 6, 7.2, 8, 9, 10, and 11.

9. WARRANTY AND DISCLAIMER

Doppel 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, and will perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable

for scheduled maintenance or for unscheduled emergency maintenance, either by Doppel or by third-party providers, or because of other causes beyond Doppel's reasonable control, provided that Doppel 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 AND IMPLEMENTATION 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, THE IMPLEMENTATION 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 THE AGREEMENT.

10. INDEMNIFICATION

10.1 Customer will indemnify, defend, and hold harmless Doppel and its affiliates, and its and their respective 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 Customer's access to, and/or use of, the Services and/or Software, or (c) in connection with Customer Data.

10.2 Doppel will indemnify, defend, and hold harmless Customer 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 Doppel's gross negligence or intentional misconduct.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, COMPANY'S AFFILIATES, OR ITS OR THEIR RESPECTIVE 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

THE 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 CUSTOMER TO COMPANY FOR THE SERVICES UNDER THE 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. CUSTOMER AGREES THAT IT WILL HAVE THE SOLE RESPONSIBILITY FOR PROTECTING ITS DATA (INCLUDING THE CUSTOMER DATA), BY PERIODIC BACKUP OR OTHERWISE.

12. MISCELLANEOUS

If any provision of the Agreement is found to be unenforceable or invalid, that provision will be eliminated or modified to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The Agreement is not assignable or transferable by Customer except with Doppel's prior written consent. Doppel may transfer or assign the Agreement, or any of its rights and obligations under the Agreement, with or without Customer's consent. The terms and conditions of the Agreement will inure to the benefit of, and be binding upon, the respective permitted successors and assigns of the parties. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement. No amendment to, or modification of, the 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 the Agreement will be effective unless explicitly set forth in writing and signed by an authorized representative of the party so waiving. Customer does not have any authority of any kind to bind Doppel in any respect whatsoever. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the 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. The Agreement will be

governed by the laws of the State of California, without regard to its conflict of laws principles. Customer agrees to reasonably cooperate with Doppel to serve as a reference account upon request.