

Noname Security Master Agreement

IF YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY AND YOU have ALREADY ENTERED INTO A SEPARATE LICENSE AGREEMENT DIRECTLY WITH NONAME GATE INC (“**NONAME**”, “**NONAME SECURITY**” “**US**”, “**WE**” or “**Licensor**”) IN CONNECTION WITH THE ACCESS OR USE OF THE NONAME SAAS SYSTEM THEN THIS AGREEMENT (“**AGREEMENT**”) SHALL NOT APPLY, EVEN IF YOU ARE REQUIRED TO CLICK “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON AFFIRMING YOUR CONSENT TO THIS AGREEMENT. OTHERWISE, PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE SAAS SERVICES (DEFINED BELOW).

By SIGNING THIS AGREEMENT, OR CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, OR BY INSTALLING, ACCESSING AND/OR USING THE SAAS SERVICES, INCLUDING ALL RELATED SOFTWARE, DOCUMENTATION, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER, OR THE COMPANY WHICH CUSTOMER REPRESENTS (“**CUSTOMER**”) ARE ENTERING INTO A LEGAL AGREEMENT WITH NONAME, AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT THAT CUSTOMER AGREES TO THIS AGREEMENT BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, CUSTOMER HEREBY WAIVES ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

CUSTOMER EXPRESSLY ACKNOWLEDGES THAT CUSTOMER HAS READ THE TERMS OF THIS AGREEMENT AND UNDERSTANDS THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY SIGNING THIS AGREEMENT, OR CLICKING “I AGREE”, “ACCEPT” OR SIMILAR BUTTON, AND/OR CONTINUING TO DOWNLOAD, INSTALL, ACCESS OR USE THE SAAS SERVICES (AS APPLICABLE), CUSTOMER EXPRESSLY CONSENTS TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF CUSTOMER HAS PURCHASED THE LICENSE GRANTED HEREUNDER FROM A PARTNER, RESELLER OR DISTRIBUTOR AUTHORIZED BY NONAME (“**PARTNER**”), THEN TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE AGREEMENT ENTERED BETWEEN CUSTOMER AND THE RESPECTIVE PARTNER, INCLUDING ANY PURCHASE ORDER (“**PARTNER AGREEMENT**”), THEN, AS BETWEEN CUSTOMER AND NONAME, THIS AGREEMENT SHALL PREVAIL. ANY RIGHTS GRANTED TO CUSTOMER IN SUCH PARTNER AGREEMENT WHICH ARE NOT CONTAINED IN THIS AGREEMENT, APPLY ONLY IN CONNECTION WITH THE PARTNER. IN THAT CASE, CUSTOMER MUST SEEK REDRESS OR REALIZATION OR ENFORCEMENT OF SUCH RIGHTS SOLELY WITH THE PARTNER AND NOT NONAME.

SECTION A - DEFINITIONS

All capitalized terms shall have the meaning ascribed to them, including the following:

Affiliate. Any entity which now or in the future controls, is controlled by, or is under common control with the signatory to this Agreement, with "control" defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. With respect to Customer, an Affiliate may not be a competitor of Noname Security. For each Order signed by or on behalf of an Affiliate, "Customer", "Noname Security" and "party" (each as applicable) as used herein shall mean for all purposes the Affiliate identified therein.

Noname Security Intellectual Property. All Intellectual Property Rights in the SaaS Services, Software, Documentation, Hosted Environment and all other Confidential Information provided by Noname Security hereunder.

Confidential Information. Any non-public information, technical data, or know-how, including, without limitation, that which relates to: (i) research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, (ii) with respect to Noname Security, information concerning the SaaS Services, Hosted Environment, Documentation and any Software provided hereunder and/or materials resulting from Professional Services, and any derivatives thereto, and (iii) the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: (a) in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; (b) without restriction on disclosure, rightfully obtained by the receiving party from a third party; (c) without restriction on disclosure, is lawfully in the possession of the receiving party at the time of disclosure; (d) is approved for release by written authorization of the disclosing party; or (e) Customer Data.

Customer Data. All data either provided by Customer or entered on its behalf through use of the SaaS Services, or generated by the SaaS Services on behalf of Customer.

Customer Environment. The computing environment separately procured, prepared and maintained by Customer for the access, integration and use of the SaaS Services, as further specified in [Section 3.2](#) of [Schedule B](#).

Documentation. Noname Security's documentation describing the specifications and use of the SaaS Services and any Software provided.

Error. A failure of the SaaS Service to substantially conform to the Documentation.

Error Correction. Revisions, modifications, alterations, and additions to the SaaS Services, installed by Noname Security in the Hosted Environment as bug fixes or workarounds to resolve Errors.

Fees. The Professional Service Fees, SaaS Access Fees and/or other fees as specified in this Agreement or in an Order.

Hosted Environment. Noname Security or its third party's technical environment required to operate and provide access to the relevant SaaS Services, as further specified in [Section 3.2](#) of [Schedule B](#).

Intellectual Property Rights. Any and all tangible and intangible rights, title and interest in and to: (i) works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademarks and trade names, (iii) Confidential Information, trade secrets and know-how, (iv) patents, designs, algorithms and other industrial property, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

Order. The details of an order by Customer provided by or through Noname Security or a Partner (as applicable) (i) on an order form or schedule provided by Noname Security or Partner (as applicable) and signed by Customer, or (ii) on Customer's purchase order provided to and accepted in writing by Noname Security.

Personnel. With respect to Customer, each Customer employee or independent contractor (not a competitor of Noname Security) under obligations of confidentiality and nondisclosure which Customer authorizes to use the SaaS Services purchased and/or the SaaS Access Rights procured hereunder; and with respect to Noname Security, each Noname Security employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Noname Security hereunder.

Professional Services. Consulting, training, and/or other services, if any, provided to Customer hereunder, as described in a particular Order.

Professional Service Fees. In US Dollars, the fees identified at the time of and on each Order on a fixed fee or time and material basis for Professional Services to be performed.

SaaS Access Fees. In US Dollars, the fees due to Noname Security, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights.

SaaS Access Rights. The type and quantity of SaaS access rights granted to Customer for use during the applicable Subscription Term.

SaaS Services. The online services offered by Noname Security as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.

Service Levels. The service level commitments from Noname Security with respect to the maintenance and support of the Hosted Environment and SaaS Services.

Software. Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Noname Security or its licensor(s) and licensed hereunder.

Subscription Term. The subscription term for which Noname Security is contractually bound to provide Customer with access to the SaaS Services in accordance with an Order.

Updates. Periodic improvements or additions to the SaaS Services, which may be major or minor, and other changes to the SaaS Services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service, which, in Noname Security's sole discretion, is subject to additional fees. Updates also include Error Corrections.

SECTION B – GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement:

1. ACCESS RIGHTS.

1.1 Access Use Rights. During the applicable Subscription Term, and solely for Customer's internal business use, Noname Security grants to Customer a non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in an Order through internet access, up to the extent of the SaaS Access Rights specified in that Order. With respect to the Documentation applicable to the SaaS Services, Customer may make a reasonable number of copies of the Documentation solely as needed for Customer's internal business purposes.

1.2 Restrictions. Customer acknowledges and agrees that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in Noname Security Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in Noname Security and its third party vendor(s), and except for the limited use rights granted hereunder, Customer shall not assert any right, title, or interest in or to any Noname Security Intellectual Property, or portion thereof. Without limiting the foregoing, Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in Orders, **(ii)** rights to provide access or use of the Hosted Environment and SaaS Services to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, **(iii)** rights to obtain possession of a copy of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, or **(iv)** representations, warranties or other third party beneficiary rights from any Noname Security third party vendor.

1.3 TERM. This Agreement shall commence on the date which Customer clicks to accept the terms of this Agreement and shall continue unless earlier terminated as provided in Section 10 or otherwise, in accordance with a Partner Agreement. Noname Security will provide Customer with access to the SaaS Services for the applicable Subscription Term. Each Subscription Term upon expiration shall automatically renew for additional annual terms at Noname Security's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

2. ORDERS.

2.1 Orders. If Customer purchases an entitlement to the SaaS Services and/or Software through a Noname Security authorized Partner, different terms regarding ordering, invoicing, payment, and taxes may apply.

2.2 Order Submittal. Customer and its Affiliate(s) may submit Orders to Noname directly or to the Partner through whom it obtained such license (as applicable). Orders may either be for access to the Software through Noname's SaaS Services ("**SaaS**") or, on-site at Customer's premises ("**On-Prem**"). Orders which may be sent via mail, telefax, email attachment, electronic procurement systems, and other means as the parties may decide from time to time. Each Order provided by Customer must reference the Customer's name and contain information required by Noname Security, including, without limitation, as applicable: **(i)** the Noname Security quote number, **(ii)** the SaaS Services and quantity and types of SaaS Access Rights, **(iii)** any Professional Services to be provided, **(iv)** the billing address, **(v)** Customer contact names and phone numbers, and **(vi)** all applicable Fees. Customer and an Affiliate who submits an Order shall both be bound by this Agreement in relation to that Order and shall be jointly and severally liable to Noname Security for any breach of this Agreement by an Affiliate. Customer shall provide any Affiliate who submits an Order hereunder with a copy of this Agreement (although failure to provide such copy shall not limit or in any way affect Customer's or its Affiliate's obligations or liability hereunder).

2.3 Order Acceptance. All Orders, including any submitted through Partner, are subject to Noname Security's acceptance and to the terms and conditions of this Agreement. For each Order in accordance with this Section, Noname Security or Partner shall acknowledge acceptance of the Order by issuing an invoice in accordance with Section 6. Notwithstanding the foregoing, Noname Security shall have no obligation to deliver any SaaS Services, SaaS Access Rights, and shall otherwise have the right to withhold performance under this Agreement, if Customer is in arrears on any payments rightfully due to Noname Security or Partner (as applicable) or is otherwise in breach of this Agreement.

3. NONAME SECURITY RESPONSIBILITIES.

3.1 Procedures and Technical Protocols. Noname Security or Partner will specify to Customer procedures according to which Customer may establish and obtain access to and use the features and functions of the SaaS Services, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, and/or any other relevant procedures, to the limited extent any of the foregoing may be necessary for Customer to obtain access to the SaaS Service via the Internet.

3.2 SaaS Services. Noname Security will bear responsibility, at its own cost and expense, for the procurement, preparation, hosting, operation and maintenance of all facilities, telecommunication services, and all other technical requirements (the "**Hosted Environment**") necessary to provide access to and use of the SaaS Services; provided that Customer will be responsible for procuring and/or operating computer systems, software and telecommunications services meeting such minimum technical requirements (the "**Customer Environment**") as Noname Security may specify in the Documentation to access the Hosted Environment.

3.3 Installation and Integration Services. With respect to any access to the Hosted Environment and use of the SaaS Services requiring integration and other services by and between Customer's systems and the Hosted Environment, to the extent specified on an Order, Noname Security agrees to deliver any Professional Services in accordance with Section 5.

3.4 Support. As part of the SaaS Services, Noname Security shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section 3.

3.5 Support and Updates. In addition to establishing and maintaining the Hosted Environment, Noname Security shall maintain the components of the Hosted Environment with all current Updates that Noname Security deems necessary for the SaaS Services. Updates to the Software provided through Noname Security's SaaS solution will be automatically installed, at Noname Security's discretion. Updates to the Software provided through Noname Security's On-Prem Software solution will be made available to Customer for installation. Except for Error Corrections, Customer may twice choose to delay the time for installing each Update, but following such delay, Customer is then obligated to install such Update upon Noname Security's next request for it to do so. Noname Security shall use commercially reasonable efforts to implement any required Error Corrections, which shall be provided automatically,

at Noname Security's discretion. Customer hereby agrees and acknowledges that when Noname Security is carrying out Updates to the Software, it may temporarily limit Customer's use of or access to the Software. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Noname Security Service Levels specified below, and Customer shall, in accordance with the terms of the Service Levels, have access to support through Noname Security's standard telephone, email and web support services.

3.6 Backup and Recovery of Data. As a part of the SaaS Services, Noname Security shall maintain a backup of all Customer Data that Noname Security is required to retain as a part of the SaaS Services, as described in a particular Order. In the event the Customer Data becomes corrupt, Noname Security shall use commercially reasonable efforts to remediate and recover such corrupt data from any backup that has been agreed upon in a particular Order.

3.7 Security. Noname Security shall, either directly, or through its third party service provider, implement and maintain commercially reasonable security precautions to prevent unauthorized access to the Customer Data that is retained within the Hosted Environment.

4. CUSTOMER RESPONSIBILITIES.

4.1 Passwords. All access codes and passwords are personal to the individual to which it is issued. Customer and its Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Noname Security assigned Customer with administrative rights to create access codes and passwords for its Personnel, Customer shall be responsible for issuing such passwords.

4.2 Use of SaaS Services. Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or personal data; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, defamatory, privacy invasive, tortious or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests, chain letters or post or transmit "junk mail," "spam," or unsolicited mass distribution of email through or in any way using the SaaS Services; and **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services.

4.3 SaaS Services Restrictions. Except as otherwise specified in this Agreement, expressly permitted in writing by Noname Security or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Services; adapt, modify, or prepare derivative works based on any of the Noname Security Intellectual Property; or use any of the Noname Security Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Service;

b. Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Noname Security Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Noname Security Intellectual Property or any related material;

c. Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Noname Security Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

4.4 Customer Data. Noname Security acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Noname Security may access

Customer Data from time to time solely for purposes of support, administration, improving the Service, invoicing related to Customer's use of the SaaS Services, and as otherwise required by law or court order, and to aggregate information regarding Customer Data for planning purposes. Customer agrees that Customer is solely responsible for: **(a)** obtaining any Customer Data and other information Customer provides while using the SaaS Services, **(b)** obtaining all rights necessary to use the Customer Data, and **(c)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer agrees that it will not, and represents and warrants that such information does not **(i)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(ii)** violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject; and **(iii)** violate in any way Customer's obligations in this Agreement. Customer acknowledges and agrees that Noname Security is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortious, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right, privacy right or any other right of a third party. Noname Security may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer. It is understood by both parties that Noname Security owns all Anonymous Information (defined herein) collected or obtained by it. Notwithstanding any other provision of this Agreement, Noname Security may collect, use and publish Anonymous Information, in any way whatsoever and for any purpose, including for commercial purposes and/or disclosure to third parties and to provide, improve and publicize Noname Security's Software and/or SaaS Services, even upon the termination of this Agreement. "**Anonymous Information**" means non-identifiable information regarding use of the Software and/or SaaS Services and any aggregated and analytics information derived from the Customer Data and/or Information, but which does not enable identification of Customer or any individuals.

5. PROFESSIONAL SERVICES.

5.1 Services. Any Professional Services provided hereunder are subject to Customer's performance of its obligations herein, and in accordance with a mutually agreeable implementation plan. Customer shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Noname Security to perform its duties in a timely manner, including, without limitation, establishing the Customer Environment. Any development (other than Updates) will only be by written agreement. Noname Security shall at all times own all Intellectual Property Rights in and to any such development, and such development shall become part of the SaaS Services for the purposes of this Agreement. All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.

5.2 Scheduling Services. Customer shall request scheduling for Services ordered hereunder with reasonable notice. Noname Security shall use reasonable efforts to meet the requested time schedule; provided, all scheduling is dependent upon the allocation and availability of resources. In the event Customer reschedules or cancels scheduled Services, Noname Security may, to the extent Noname Security cannot reschedule its applicable resources, charge to Customer a rescheduling or cancellation fee.

6. FEES AND PAYMENTS.

6.1 Fees and Expenses. Noname or Partner (as applicable) shall invoice Customer one hundred percent (100%) of the Fees for the initial Subscription Term, and any fixed fee Professional Service Fees applicable to such Order, upon Noname Security's receipt and acceptance of the Order annually in advance or monthly installments. Noname Security or Partner (as applicable) may invoice Customer for each renewal Subscription Term prior to such renewal, and for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. Customer shall pay all Fees and other amounts due to Noname Security or Partner (as applicable) hereunder within thirty (30) days after the date of receipt of the applicable invoice and without deductions, except with respect to any amount disputed in good faith where prior written notice is provided to Noname Security or Partner (as applicable) detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute. Noname Security shall not be obligated to make available the SaaS Services unless Noname Security has received the fees paid by Customer or Partner as applicable. Except as expressly provided in this Agreement, all fees are non-cancellable and non-refundable.

6.2 Late Payment; Non-Payment; Collections. Time is of the essence in all payment terms. Noname Security reserves the right, in its discretion, to suspend or terminate the Services, or any portion thereof, for non-payment of undisputed Fees including if such Fees are

to be collected by a Partner. Customer shall reimburse Noname Security for all costs of collection, including reasonable attorneys' fees. This Section is without prejudice to any other rights and remedies available to Noname Security under this Agreement or at law.

6.3 Taxes, Assessments and Other Charges. All amounts due hereunder are net amounts, exclusive of, and Customer is responsible for paying, all duties, sales, use or value added taxes, customs duties, GST, tariffs, or other similar taxes, assessments, or excises, however designated or levied, (except for taxes on Noname Security's net income), whether payable directly by or indirectly through Noname Security in compliance with applicable law, and except as specified in [Section 6.1](#), no reduction, deduction or off-set may be made by Customer for any reason whatsoever. Customer is also responsible for all shipping and handling charges for each shipment hereunder.

6.4 Accurate Records; Audit. Customer shall keep complete and accurate records of all its obligations hereunder. Customer shall allow Noname Security or its agent reasonable access to audit Customer's records and systems solely to verify general compliance with the terms and conditions of this Agreement; provided Noname Security shall conduct such audits during Customer's normal business hours with reasonable notice, or as otherwise reasonably requested by Customer.

7. WARRANTIES; DISCLAIMER.

7.1 Limited Performance Warranty. Noname Security warrants to Customer that during any Subscription Term, the SaaS Services will be accessible by Customer, and the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy under this Section shall be for Noname Security to use commercially reasonable efforts to correct any Errors; provided, in the event Noname Security is unable to correct that nonconformity, Customer shall have the right to terminate the remaining Subscription Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services.

7.2 Disclaimer of Warranties. THE LIMITED WARRANTY AND EXCLUSIVE REMEDY SET FORTH IN [SECTION 7.1](#) ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO CUSTOMER'S PAYMENT OBLIGATIONS TO NONAME SECURITY AND CUSTOMER'S OBLIGATIONS TO MAINTAIN ITS CUSTOMER ENVIRONMENT AND TO HAVE TIMELY INSTALLED ALL UPDATES PROVIDED BY NONAME SECURITY AND ALLOWED NONAME SECURITY TO PERFORM ALL SYSTEM MAINTENANCE SERVICES. NONAME SECURITY MAKES NO AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, STATUTORY, COLLATERAL OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, NONAME SECURITY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SAAS SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

8. LIMITATION OF LIABILITY AND CONFIDENTIALITY.

8.1 Exclusion and Limitation of Liability.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

8.2 Non-Excluded Liability. NOTHING IN SECTION 8.1 SHALL EXCLUDE OR LIMIT LIABILITY FOR: (I) A PARTY'S INDEMNIFICATION OBLIGATION IN SECTION 9, (II) PERSONAL INJURY OR DEATH CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (III)

FRAUD.

8.3 CONFIDENTIALITY. The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Noname Security each agree that it: (i) shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; (ii) shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and (iii) except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding the foregoing, in the event Noname Security conducts a securities offering and Noname Security's counsel reasonably determines it to be necessary in order to complete the offering, Noname Security shall be permitted to (i) disclose this Agreement to any investment bank underwriting such offering and any counsel for such investment bank (ii) describe the terms of this Agreement in any registration statement or offering document relating to such offering and (iii) file a copy of this Agreement with the Securities and Exchange Commission or any similar regulator; provided that, to the extent that the parties determine that the terms of this Agreement include competitively sensitive information, Noname Security shall use commercially reasonable efforts to redact such information from any such disclosure or filed copy. Regardless of anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

9. INDEMNIFICATION.

9.1 Noname Security Indemnity. Noname Security, at its sole expense, shall defend, indemnify and hold harmless Customer from any action based upon a claim that the SaaS Service used as permitted infringes any valid third-party U.S. patent, copyright or trade secret and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against Customer pursuant to any such actions. If the SaaS Service becomes, or in Noname Security's opinion is likely to become, subject of such a claim of infringement, Noname Security shall be entitled, at Noname Security's sole option, to either procure the right for Customer to continue to use the SaaS Service, or replace or modify it so that it becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Noname Security, Noname Security may terminate the SaaS Service and refund to Customer a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services. Noname Security shall have no obligation or liability hereunder for any claim resulting from: (i) modification of the SaaS Service (a) by any party other than Noname Security, or (b) by Noname Security in accordance with Customer's designs, specifications, or instructions; (ii) use of the SaaS Service other than as granted in this Agreement; or (iii) use of the SaaS Service in conjunction with other products or services not provided by Noname Security or necessary for the operation of the SaaS Service, where such infringement would not have occurred but for such use; or (iv) use of a version of the SaaS Service other than the then-current version.

9.2 Customer Indemnity. Customer, at its sole expense, shall defend, indemnify, and hold harmless Noname Security from any action based upon a claim resulting from any breach of Sections 4 and/or 6 by Customer, its Affiliates or Personnel of either, and shall reimburse Noname Security for all related damages, costs, and expenses (including reasonable attorneys' fees).

9.3 Conditions. Each party's indemnification obligations hereunder are contingent upon the indemnified party providing the indemnifying party with prompt written notice of the claim; complete control of the defense of and the right to settle such claim; and all available information, assistance, authority, and cooperation to enable the defence or settlement of such claim. This Section sets forth the exclusive remedy of the indemnified party against the indemnifying party, and the complete liability of indemnifying party with respect to any action or claim indemnified hereunder.

10. TERMINATION.

10.1 Service Suspension. In the event Customer **(i)** fails to pay any amounts past due, or **(ii)** is in breach of Section 6, Noname Security shall have the right to immediately suspend without notice any or all related SaaS Services provided to Customer hereunder.

10.2 Agreement Termination. This Agreement may be terminated as follows:

- a. By Noname Security immediately if Customer breaches Sections 4; or
- b. By either party for material breach hereof which has not been cured within thirty (30) days after written notice of such breach; or
- c. By either party at any time if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency.

10.3 Effects of Termination.

a. Termination of Agreement. Upon termination of this Agreement, and except to the extent specified herein, **(i)** all fees due to Noname Security for the current Subscription Term and any other amounts due Noname Security shall be immediately paid, and **(ii)** all Customer rights to access and use any of the SaaS Services, SaaS Access Rights, and Software, as applicable, shall immediately terminate without right of refund.

b. Customer Data. Upon termination of this Agreement for any reason other than Customer's breach, Customer may request that Noname Security conduct a mass export of Customer Data. Subject to Customer paying Noname Security for all Professional Service Fees applicable to such work, Noname Security agrees to provide such Professional Services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Noname Security may delete and destroy all Customer Data without notice or liability to Customer.

c. Survival. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive.

11. GOVERNING LAW; DISPUTE RESOLUTION.

11.1 Governing Law. The laws of the State of California apply to this Agreement to the exclusion of any other law. The parties submit to the non-exclusive jurisdiction of the courts of the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

11.2 Remedies. Customer acknowledges that each provision providing for ownership and/or protection of Noname Security Intellectual Property is material to this Agreement, and that any threatened or actual breach thereof shall constitute immediate, irreparable harm to Noname Security. If Customer breaches or threatens to breach any such provision, and in addition to any other remedies it may have, Noname Security shall be entitled, without the requirement to post bond or other security, to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction.

12. GENERAL PROVISIONS.

12.1 Consent. Wherever in this Agreement consensus, approval, acceptance, or other consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed; however, it shall not be considered unreasonable for Noname Security to withhold its consent if such consent could jeopardize the confidentiality of or Noname Security's property interests in and to Noname Security Intellectual Property or other business interests of Noname Security.

12.2 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Noname Security. Notwithstanding the foregoing, **(a)** such consent shall not be required if Customer assigns this Agreement to an Affiliate or in connection with a merger, or sale of all its stock or all or substantially all of its assets; provided, **(i)** the Affiliate or surviving entity is not a direct competitor of Noname Security, **(ii)** any such assignee has the financial and other abilities required to perform Customer's obligations and agrees to be bound in writing to Customer's obligations under this Agreement, and **(iii)** at the time

of assignment, Customer is not in breach of this Agreement and **(b)** Noname Security may assign this Agreement or any Order issued hereunder. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns.

12.3 Force Majeure. Except for obligations of confidentiality and payment, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, labour dispute, epidemic or pandemic, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party shall promptly notify the other party of such occurrence.

12.4 Publicity. Except as provided herein, each party agrees to not publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as required by law. Notwithstanding the foregoing, Noname Security may use Customer's name and logo (so long as in accordance with any mark guidelines provided by Customer to Noname Security) in Noname Security's promotional materials, including, without limitation, press releases, customer lists, and presentations to third parties.

12.5 Notices. Noname may provide Customer with notices or other communications required hereunder which shall be made in writing and shall be deemed to be effectively given if made available to Customer's Personnel by Noname Security posting such notice to the SaaS Service or by way of it emailing Customer's representatives

12.6 Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to negotiate in good faith an amendment to replace the rights and obligations contained in such invalid or unenforceable provision to cause it to be valid and enforceable; provided, if the parties are unable to agree on such amending terms, a court of competent jurisdiction or arbitrator (as applicable) shall so amend and restate such provision in light of the parties' apparent original intent. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition.

12.7 Miscellaneous. The official language of this Agreement is English, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. Headings are for convenience only and do not define, interpret or limit the scope of any provision hereof. In all cases, the use of "includes/ing" shall mean "includes/ing without limitation". References to a particular section within a schedule or other document expressly stated hereto shall serve to reference the applicable section within that schedule or document, unless otherwise specified therein. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. No exclusive rights are granted by this Agreement. All rights or licenses not expressly granted to Customer herein are reserved to Noname Security, including the right to license the use of the SaaS Services and any Software to other parties. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof. Together with any Orders between Noname Security and Customer (if applicable), this Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. By placing an Order with Noname Security or its Partner, Customer agrees that the terms and conditions of this Agreement shall apply to and govern that Order. Except with respect to product, services, and pricing applicable to an Order, additional or conflicting terms in any Order shall have no force or effect on either party, unless that Order is signed by each party and specifies that those terms shall apply to the parties for that Order. Except as otherwise specified herein, any additional or conflicting terms contained in any other document (including, without limitation, any preprinted, additional or conflicting terms on any Customer purchase order, or acknowledgement from either party) shall be null, void and of no effect on either party. Notwithstanding the foregoing, this Agreement may be amended or otherwise modified by Noname Security at its discretion. Such amendment or modification will be effective 10 days following posting of the updated Agreement on the Noname Security website (the modified Terms will not be posted on or via the SaaS Service), and Customer's use of any part of the SaaS Service thereafter means that Customer accepts those modifications. Noname Security therefore encourages Customer to check the Noname Security website

regularly to see the most current Agreement terms.

SECTION C - SERVICE LEVELS

The following is a description of Noname Security's Service Levels, as may be updated from time to time, which apply to this Agreement .

SERVICE AVAILABILITY. Noname Security will use commercially reasonable efforts to ensure that the SaaS Services will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime during the Subscription Term. The SaaS Service availability shall be measured as the total number of minutes during each 12-month period of the Subscription Term ("SLA Term"), minus the total number of minutes in that SLA Term that comprise Schedule Downtime ("**Scheduled Uptime**"). Daily system logs will be used to track Scheduled Downtime and any other SaaS Service outages.

Scheduled Downtime. A minimum of seven (7) days advance notice will be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the SaaS Services (the "**Scheduled Downtime**"). Scheduled Downtime will not exceed eight (8) hours per month and will be scheduled in advance during off-peak hours (based on ET). Noname Security will notify Customer administrator via email of any Scheduled Downtime that will exceed two (2) hours. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the SaaS Services are not available to perform operations, to when the SaaS Services become available to perform operations.

Unscheduled Downtime. Unscheduled Downtime is measured in minutes, and is defined as any time outside of the Scheduled Downtime when the SaaS Services are not available to perform operations.

Service Level Credits. If Noname Security does not meet the Scheduled Uptime levels specified below, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit") to be calculated as follows:

- If Scheduled Uptime is at least 99.5% of the SLA Term's minutes, no Service Level Credits are provided; or
- If Scheduled Uptime is 99.0% to 99.49% (inclusive) of the SLA Term's minutes, Customer will be eligible for a credit of 5% of the SLA Term's average fee derived from the then-current annual fee paid to Noname Security; or
- If Scheduled Uptime is 98.50% to 98.9% (inclusive) of the SLA Term's minutes, Customer will be eligible for a credit of 7.5% of the SLA Term's average fee derived from the then-current annual fee paid to Noname Security; or
- If Scheduled Uptime is less than 98.50% of the SLA Term's minutes, Customer will be eligible for a credit of 10.0% of the SLA Term's average fee derived from the then-current annual fee paid to Noname Security.

Customer shall only be eligible to request Service Level Credits if it notifies Noname Security in writing within thirty (30) days of the SLA Term for which Service Level Credits are due. In the event after such notification Noname Security determines that Service Level Credits are not due, or that different Service Level Credits are due, Noname Security shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Noname Security's confirmation of available credits. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels.

Exceptions. Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: (i) prompt payment by Customer of all Fees, (ii) Customer performing all Customer obligations (including, without limitation, establishing and maintaining the Customer Environment), (iii) Customer's continued compliance with Section 4 of Schedule B, (iv) Customer agreeing to use of the most current version of the SaaS Service, and (v) the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event.

SUPPORT. During any Subscription Term, Noname Security shall provide support to Customer and with respect to the SaaS Services and Hosted Environment as follows:

a. Support Access. Customer shall have direct access via telephone to Noname Security's support center during Support Hours.

Customer shall also have access to the web support services knowledge base and user forum services.

b. Support Hours. Noname Security shall make available telephone technical assistance during the following times: Monday to Friday, from 8am to 8pm Eastern time (“Support Hours”).

c. Contact Details. Customer’s Designated Employees may contact Noname Security technical support personnel during the support hours at the following contact information:

Telephone	Email
+1 650-681-4259	support@nonamesecurity.com

d. Response Times. The following provides Error type classifications, and the response times provided by Noname Security for each Error type:

Type	Priority Description	Response Time
Critical	System is inoperable	60 minutes during Support Hours; efforts to correct problem begin immediately
High	System is operable but major product features and functions are not operable	2 hours during Support Hours; efforts to correct problem begin within 180 minutes
Medium	System is operable but major product features and functions are not performing properly	4 hours during Support Hours; efforts to correct problem begin within 8 hours
Low	System is experiencing minor operational problems, or general questions on the operational aspects of the product	8 hours during Support Hours; efforts to correct problem will be evaluated for release in next patch or release

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