

LOOKOUT CLOUD SERVICE AGREEMENT

THIS CLOUD SERVICE LICENSE AGREEMENT (THE "AGREEMENT") IS BETWEEN LOOKOUT, INC. AND ITS AFFILIATES AND THE ENTITY AGREEING TO THOSE TERMS (THE "CUSTOMER"). THIS AGREEMENT GOVERNS THE SUBSCRIPTION TO AND THE USE OF THE LOOKOUT CLOUD SERVICES (AS DEFINED BELOW).

READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. YOU ARE REQUIRED TO ACCEPT THIS LICENSE AGREEMENT AS A CONDITION TO ANY USE OF THE SERVICES. AS THE CUSTOMER, YOU AGREE TO THIS AGREEMENT BY CLICKING OR TAPPING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, OR BY YOUR CONTINUED USE OF THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN LOOKOUT IS UNWILLING TO LICENSE THE SERVICES TO YOU, AND YOU SHALL MAKE NO FURTHER USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE REVIEWED THE AGREEMENT ON BEHALF OF CUSTOMER AND YOU ARE WARRANTING THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF CUSTOMER.

1. Definitions.

"Administrator(s)" means a person designated by Customer to have an Account with the authority to utilize the Administrative Console to create and manage Accounts associated with Customer.

"Account(s)" means the number of User account(s) specified in the applicable Order Form and created by a User for itself or on behalf of Customer (including accounts created by or for its Administrators) within the Cloud Service.

"Administrative Console" means the functionality for managing User access, security and other administrative functionality for Accounts associated with the Cloud Service provided to Customer.

"Authorized Reseller" shall mean any authorized reseller of Cloud Services who validly sells Customer a subscription to the Cloud Services subject to the terms and conditions of this Agreement.

"Cloud Services" or **"Services"** means the online, web-based applications and platform which is made accessible to Customer by Lookout via a designated website, which includes the associated offline Software components to be used in connection with such Services as updated from time-to-time by Lookout in its sole discretion.

"Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) clearly marked as confidential at the time of disclosure by the disclosing party (**"Discloser"**); or (ii) if disclosed orally, identified as confidential at the time of disclosure, and summarized in writing and transmitted to the receiving party (**"Recipient"**). The terms and conditions of this Agreement, the nature of the discussions and the relationship between the parties, and the terms of any commercial transaction between the parties shall be considered Confidential Information.

"Customer Data" shall mean data, information,

applications, and any other items originated by Customer that Customer submits to Lookout.

"Documentation" means the written and/or electronic end user documentation pertaining to the use of the Cloud Services that is made available by Lookout for Customer related to the Cloud Services.

"Effective Date" means the date of the transmission by Lookout to Customer of its access credentials.

"Lookout IP" means all Lookout proprietary materials, including without limitation Lookout's Confidential Information, the Software, and/or other software used by Lookout in performing Services, Lookout's processes and methods, and any Lookout templates and/or forms, including report and presentation templates and forms.

"Order Form" means the Order Form (including attachments thereto) which are provided by Lookout or Authorized Reseller to Customer pursuant to this Agreement and executed by the parties, as such Order Form may be amended in writing from time to time by the parties upon prior mutual written execution by the parties.

"Software" means Lookout's proprietary software that allows a User to use certain functionality in connection with features of the Cloud Service that is provided by Lookout either for installation on a Customer's or a User's device or that is otherwise accessed by Users from the Customer's or User's software, hardware or other devices.

"Subscription Period" means the time commencing on the Order Form Effective Date and continuing for the period specified in the applicable Order Form.

"User(s)" or **"End User(s)"** means, individually or collectively, any person who is permitted by Customer or an Administrator to access, store, retrieve or manage Customer Data in any Account using the Services.

2. Cloud Services.

2.1. **Provision of Cloud Service; Access Right.** Subject to Customer's payment of the applicable fees,

during the applicable subscription, Lookout will provide Customer with the Cloud Service described on one or more Order Form(s). Lookout will host the Cloud Service and may update the content, functionality, and/or user interface of the Cloud Service from time to time. Unless otherwise specified in the applicable Order Form(s), the Cloud Services are licensed on a subscription period basis. Customer has a non-exclusive, non-sublicenseable, nontransferable right to access and use the Cloud Service during the applicable subscription term, solely for Customer's internal business purposes. Lookout reserves all rights not expressly granted hereunder. Within thirty (30) days following the commencement of the Cloud Service, Customer agrees to add Lookout registered emails and any other Lookout specified Cloud Service related email domain(s) to Customer's whitelist, in order to facilitate the transmission and receipt of Cloud Service-related emails.

2.2. License Restrictions. Customer will not: (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Cloud Service or Lookout IP; (ii) modify or create derivative works based on the Cloud Service or Lookout IP; (iii) create Internet "links" to the Cloud Service or "frame" or "mirror" any content provided in connection therewith; or (iv) reverse engineer, or copy, or otherwise access the Cloud Service or Lookout IP in order to build a product using features, functions or graphics similar to the Cloud Service or Lookout IP, (v) copy any features, functions, or graphics of the Cloud Service or Lookout IP; (vi) allow User subscriptions to be shared or used by more than one individual User (except that User subscriptions may be reassigned to new Users replacing individuals who have terminated employment or otherwise changed job status or function and no longer need to use the Cloud Services for the purposes described in Section 2.1; (vii) use the Cloud Service to: (a) send unsolicited or unlawful messages; (b) send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (d) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; or (e) attempt to gain unauthorized access to the Cloud Service or its related systems or networks or (viii) provide or disclose to, or permit use of the Cloud Service or Lookout IP by, persons other than Users. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Services may be provided with notices and open source or similar licenses from such communities and third parties that govern the use of those portions. Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses granted hereunder shall not alter any duties or obligations Customer may have under such open-source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in the Services.

2.3. Customer Obligations.

2.3.1. Responsibilities. Each party will abide by all applicable laws and regulations in connection with use of the Cloud Service. Customer will be responsible for any and all access to and use of the Cloud Service by any actual or purported User. Customer acknowledges that Customer's access information, including User IDs, passwords and devices of its Users, will be necessary for Customer's administration of the Cloud Service and, accordingly, Customer will be responsible for maintaining the confidentiality of such access information (including each User ID and password). Customer will promptly: (i) notify Lookout of any unauthorized use of any password or Account or any other known or suspected security breach; (ii) report to Lookout and use reasonable efforts to stop any known or suspected copying or distribution of Lookout IP. Customer will not provide false identity information to gain unauthorized access to the Cloud Service. Each Account Administrator will have the ability to create additional Accounts and additional licenses. Customer's designated Account Administrators are responsible for ensuring that Users are assigned the appropriate access level. Customer is responsible for deactivating an Account Administrator's Account upon his or her termination of employment or service or as Customer deems appropriate.

2.3.2. Compliance. Customer is solely responsible for End Users' compliance with this Agreement. Customer acknowledges and agrees that prior to an End User using the Services, Customer will accept on behalf of the End User (and make Lookout a third-party beneficiary thereof) the terms and conditions herein, and the terms of this License Agreement will govern the End Users use of the Services. Customer acknowledges that a violation of this Agreement by an End User may result in the termination of Services.

2.3.3. Obligations Concerning End Users. Customer represents and warrants that it has the necessary rights and will obtain any consents required from each End User (i) to allow the Customer and its administrators to engage in the activities described in this Agreement or available through the Services and (ii) to allow Lookout to provide the Services, including to collect Customer Data. Without limiting the foregoing, Customer will provide End Users with prior notice of the scope of the Services, including Lookout's collection and Customer's access to Customer Data. Customer—and not Lookout—is responsible for (1) Customer's access to, and potential use of, information obtained through the Services, including Customer Data; and (2) for all End User(s)' compliance with this Agreement. Customer further represents and warrants that any instructions given by Customer to Lookout for the processing of Customer Data do not violate applicable law or Customer's privacy policy.

2.3.4. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services. Customer is solely responsible for all activity

related to the Services, including all activity by End Users. Lookout will not be liable for any damages or liability resulting from Customer's failure to keep its End Users' accounts accurate, up to date, and secure. The Services are not intended for use by End Users under the age of 16 years old. Customer will ensure that it does not allow any person under the age of 16 to use the Services. Customer will promptly notify Lookout of any unauthorized use of, or access to, the Services.

2.4. Account Information and Data. As between Lookout and Customer, Customer owns all Customer Data. Customer acknowledges and agrees that de-identified data about Customer will be collected by Lookout through the Cloud Service for internal purposes to improve quality and performance and generate related reports. Lookout may use this de-identified data for the limited purposes of cybersecurity threat analysis, research, research reporting, for the improvement of Lookout products and benchmarking analysis and studies, which may be made available by Lookout. All data used in conducting benchmarking analysis or studies will be in aggregate form only and will not contain any Customer Confidential Information. Customer's identity will not be associated with data made available to third parties as a result of benchmarking analysis or studies.

2.5. Non-Lookout Applications and Cloud Services. Lookout may require access to certain third-party applications, services or products, which are licensed by Customer, for use in connection with the Cloud Service. Customer acknowledges and agrees that it has the right to grant Lookout such access as is necessary to provide the Services under this Agreement.

3. Intellectual Property Ownership. Lookout owns all right, title and interest, including related intellectual property rights, in and to the Cloud Service, Lookout IP, survey questions provided by Lookout, and any related suggestions, enhancement requests, and feedback. Subject to the terms and conditions of this Agreement (including Customer's obligation to pay all fees hereunder when due), Customer agrees that the Lookout name and logo, and the Cloud Service-related product names are trademarks of Lookout or its licensors. Subject to the following, no license to such marks is granted.

4. Support Services. Subject to payment of the corresponding support fees, Lookout will provide the Support Services specified in the applicable Order Form.

Customer will, at its own expense, be responsible for providing support to its End Users regarding issues that are particular to its End Users. Customer will use commercially reasonable efforts to resolve any such support issues before escalating them to Lookout. If Customer cannot resolve a support issue as set forth above, Customer's Administrator may escalate the issue to Lookout, and Lookout will use commercially reasonable efforts to work with Customer to resolve the issue.

5. Implementation and Deployment Services. Subject to payment of the corresponding fees, Lookout will

provide the implementation and deployment Services as specified in the applicable Order Form.

6. Term and Termination.

6.1. Term of Agreement. This Agreement will commence on the Agreement Effective Date and will remain in effect for as long as there is an associated Order Form issued pursuant to this Agreement in effect, unless otherwise terminated as provided for in Section 6.2 or 6.3 below.

6.2. Termination for Material Breach. Either party may terminate this Agreement and/or any Order Form upon written notice of a material breach of the applicable Agreement or Order Form by the other party as provided below, subject to a thirty (30) day cure period ("**Cure Period**"). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non-breaching party may give a second notice to the breaching party terminating the applicable Agreement, or Order Form. Termination of an Order Form under this Section 6.2 will not be deemed a termination of this Agreement or any other Order Form unless the notice of termination states that this Agreement or another Order Form is also terminated. Notwithstanding the foregoing, Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Section 2 or if any payment owed by the Customer is more than 60 days overdue.

6.3. Termination for Bankruptcy or Insolvency. If Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceedings under US federal or state statutes or any similar proceedings under the laws of other jurisdictions; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) dissolves or liquidates, voluntarily or otherwise, Lookout may terminate this Agreement, upon fifteen (15) days' written notice.

6.4. Effect of Termination. When this Agreement and all Order Forms have terminated or expired, then within thirty (30) days after the date when this Agreement and all Order Forms have expired, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and upon request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate. Any unbilled amounts will continue to be due and payable. Upon the termination or expiration of this Agreement for any reason Customer will have no further rights to the Cloud Service hereunder, provided that for thirty (30) days following the expiration or the termination of the Agreement, and subject to Customer's prior written request, Lookout will grant Customer's Administrator limited access to the Cloud Service solely for purposes of Customer's retrieval of the Customer Data. After such thirty (30) day period, Customer will have no further rights to access the Cloud Service and Lookout will have no obligation to maintain the Customer Data.

The following provisions are intended to survive the termination of this Agreement: Sections 1, 2.2, 2.4, 3, 6, 7, 9, 10, 11, 14.3 and 14.9.

6.5. Suspension of Cloud Service. Lookout may at any time suspend any User's access and use of the Cloud Service and/or remove or disable any Customer Data as to which Lookout reasonably and in good faith believes is in violation of this Agreement. Lookout agrees to provide Customer with notice of any such End User suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Cloud Service or any third party, in which case Lookout will notify Customer to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.

7. Confidentiality. Recipient may use Discloser's Confidential Information solely to perform Recipient's obligations or exercise its rights hereunder. Recipient may not disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees and/or subcontractors who have a need to know and who are bound in writing to keep such information confidential pursuant to written agreements consistent with this Agreement. Recipient will exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure and will not use less than the degree of care a reasonable person would use. The foregoing will not apply to any information that: (i) is in the public domain through no fault of Recipient; (ii) was properly known to Recipient, without restriction, prior to disclosure by Discloser; (iii) was properly disclosed to Recipient, without restriction, by another person with the legal authority to do so; (iv) Recipient independently develops without use of Discloser's Confidential Information; (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement; or (iv) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that Recipient provides to Discloser prior notice of the intended disclosure and an opportunity to respond or object thereto.

8. Security of Customer Data.

8.1. During the Subscription Period, Lookout will maintain reasonable administrative, physical, and technical safeguards designed to protect any Customer Data stored by Lookout against unauthorized access, use or disclosure. To protect the privacy of Customer Data Lookout employs industry-standard controls including physical access controls, encryption, internet firewalls, intrusion detection, and network monitoring. Upon request, Lookout will provide additional information regarding Lookout's data security policies and procedures. If Customer's use of the Service requires Lookout to process personal data falling within the scope of EU Regulation 2016/679 (the "GDPR"), the GDPR Data Processing Addendum ("DPA") set out at <https://www.lookout.com/documents/legal/cloud-service->

[agreement-dpa.pdf](#) shall apply. The DPA shall hereby be incorporated into this Agreement by reference. In the event of any conflict between the terms of the DPA and this Agreement as they relate to End User data, the DPA shall prevail to the extent of such conflict.

8.2. Subject and limited to the limitation of liability as provided for in the Agreement (Section 11), Lookout will reimburse Customer for the following out of pocket costs and fees which are commercially reasonable and required by law in connection with the unauthorized access, use, or disclosure of Customer Data: (i) notice to affected individuals, (ii) credit or other forms of required monitoring for up to 12 months for affected individuals; (iii) investigation and assessment of the incident; and (iv) response to an investigation by regulators.

9. Representations and Warranties.

9.1. Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Customer represents and warrants that, to the best of Customer's knowledge and belief: (i) the collection and use of Customer Data does not and will not violate the terms or conditions of this Agreement, applicable law, or any third party's privacy rights; and (ii) any and all contact information that it provides to Lookout, including email addresses sent to or via the Cloud Service, will not include any inaccurate information.

9.2. Warranty Disclaimers. EXCEPT AS SET FORTH IN SECTION 9.1, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY EACH PARTY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LOOKOUT'S CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, PERSONAL COMPUTERS, AND ELECTRONIC COMMUNICATIONS. LOOKOUT IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM ANY SUCH PROBLEMS AND/OR ISSUES. IN ADDITION, LOOKOUT RESERVES THE RIGHT TO CHANGE, ADD, OR MODIFY THE CLOUD SERVICES AND/OR ANY TYPE OF SERVICES WITH OR WITHOUT NOTICE, AND WITHOUT PENALTY.

10. Indemnification.

10.1. By Customer. Customer will indemnify, defend, and hold harmless Lookout from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a claim regarding Customer's (i) breach of its obligations pursuant to Sections 2.3 or 2.5 of this Agreement, or (ii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

10.2. **By Lookout.** Lookout will indemnify, defend, and hold harmless Customer from and against all damages, and costs (including settlement costs and reasonable attorneys' fees), if any, finally awarded against Customer from any claim of infringement or violation of any U.S. or E.U. issued patent, copyright or trademark asserted against Customer by a third-party based upon Customer's use of the Services in accordance with the terms of this Agreement. The foregoing indemnification obligation for Lookout shall not apply in the following circumstances (each, an "**Indemnity Exclusion**"): (1) if the Services are modified by any party other Lookout, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Services are modified by Lookout at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Services are combined with other non-Lookout products or processes not authorized by Lookout; but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Services; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Services that Lookout has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Services or is otherwise provided by Customer.

10.3. **Possible Infringement.** If Lookout believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Lookout may, at Lookout's sole discretion: (i) obtain the right for Customer, at Lookout's expense, to continue using the Services; (ii) provide a non-infringing replacement with substantially similar functionality; (iii) modify the Services so that they no longer infringe; or (iv) If none of the foregoing is reasonably possible, then Lookout, in its sole discretion, shall have the right to terminate Agreement, and provide a pro-rata refund to Customer of the fees pre-paid by Customer for which Services have not been provided.

10.4. **Indemnity Procedures.** The party seeking indemnification will promptly notify the other party of the claim within twenty (20) days of receiving notice of such claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE LOOKOUT AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. **Limitation of Liability.**

NEITHER LOOKOUT NOR CUSTOMER SHALL BE

LIABLE TO THE OTHER PARTY, OR ANY END USER, OR ANY OTHER THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, (INCLUDING LOSS OF PROFITS, REVENUE, OR DATA) WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS TERMINATION OR NON-RENEWAL.

EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 10 OF THIS AGREEMENT, EACH PARTY AGREES THAT THE AGGREGATE AND CUMULATIVE LIABILITY OF LOOKOUT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO LOOKOUT (OR ITS PARTNER) RELATED TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES, PROVIDED THAT LOOKOUT'S AGGREGATE LIABILITY FOR ITS BREACH OF SECTION 8 OF THIS AGREEMENT RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, SHALL NOT EXCEED THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

12. **Anticorruption Laws.** Customer acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law or Lookout's corporate policies and procedures related thereto. Customer further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Cloud Services. Customer agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Customer agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

13. **U.S. Government Restricted Rights.** The Software and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and Documentation by the United States Government shall be

governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The Software was developed fully at private expense.

14. General Terms.

14.1. Entire Agreement. This Agreement, together with any Order Forms constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. Any attempted modification of this Agreement by conflicting terms included in an Order Form shall be invalid and null and void. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will negotiate in good faith a replacement provision to replicate the intention of such provision to the maximum extent permitted under applicable law.

14.2. Notices. Except as provided in 14.8, notices required or permitted by this Agreement must be in writing and must be delivered as follows: (i) in person or by courier; or (ii) by reputable private domestic or international courier with established tracking capability (such as DHL, FedEx, or UPS), postage pre-paid, and addressed to Customer at the postal address on record by Lookout or such other address as a party may specify by previously confirmed written notice. Notices shall be deemed received upon date of delivery. All notices to Lookout must be sent to: Lookout, Inc., 275 Battery Street, Suite 200, San Francisco, CA (U.S.A.) 94111, Attn: CFO; with a copy to Lookout Inc., 28 State Street, 19th Floor, Boston, MA (U.S.A.) 02109, Attn: Legal Department, with Subject "NOTICE". Unless otherwise specified, Notices to Customer will be sent to the address on record by Lookout.

14.3. Governing Law. THE AGREEMENT AND THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, AND THE PARTIES EXPRESSLY CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act (UCITA), or any similar federal laws or regulations enacted, to the extent allowed by law shall not apply to this Agreement.

14.4. Assignment. Customer may not assign or

transfer any part of this Agreement without the written consent of Lookout. Lookout may not assign this Agreement without providing notice to Customer, except Lookout may assign this Agreement without such notice to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

14.5. No Relationship. No agency, partnership, joint venture or employment is created between the parties as a result of this Agreement. Except as specifically provided herein, neither party is authorized to create any obligation, express or implied, on behalf of the other party, nor to exercise any control over the other party's methods of operation.

14.6. Force Majeure. If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, hardware failure, interruptions or failure of the Internet or third-party network connections, such party will be excused from performance for the period of the delay and for a reasonable time thereafter.

14.7. Third Party Beneficiaries. Except as explicitly provided herein, there are no third party beneficiaries to this Agreement.

14.8. Terms Modification; Waiver. Lookout may revise this Agreement from time to time and the most current version will always be posted on the Lookout website. If a revision, in Lookout's sole discretion, is material, Lookout will notify Customer through the Administrative Console with Subject "NOTICE – AGREEMENT MODIFICATION" or, as otherwise by notice sent to Customer's address on record by Lookout. Other revisions may be posted to Lookout's terms page, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If the amended Agreement includes any material adverse changes to Customer's rights or obligations and Customer does not wish to continue using the Services under the terms of such amended Agreement, Customer may cancel the Services by providing Lookout written notice within thirty (30) days of the availability of the amended Agreement. Otherwise, no waiver, amendment or modification of any provision of this Agreement, and no variance from or addition to the terms and conditions of this Agreement, shall be effective unless in writing, makes specific reference to this Agreement, and is signed by the parties hereto. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy. No waiver of any term, condition or default of this Agreement shall be construed as a waiver of any other

term, condition or default. This Agreement will not be supplemented or modified by any course of dealing or usage of trade.

14.9. Headings; Language. All headings used herein are for convenience of reference only and shall not affect the interpretation hereof. The English language version of this Agreement controls. This Agreement, and any associated documentation, shall be written and signed in English.

14.10 Export Restrictions. The export and re-export of Services may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and Customer must not use the Services in

violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, Customer must ensure that the Services are not provided to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

14.11 Government Users. Nothing herein makes Lookout a government contractor. If Customer is a government user or otherwise accessing or using the Lookout Service in a government capacity, the Amendment to License Agreement for Government Users located at <https://www.lookout.com/documents/legal/cloud-service-agreement-government.pdf> shall apply to the Customer.