

Mobile Endpoint Security License Agreement

Version Date: September 13, 2021

THIS MOBILE ENDPOINT SECURITY LICENSE AGREEMENT (THE "LICENSE AGREEMENT" OR THE "AGREEMENT") IS BETWEEN LOOKOUT, INC. ("LOOKOUT") AND THE ENTITY AGREEING TO THESE TERMS ("CUSTOMER"). THIS AGREEMENT GOVERNS THE SUBSCRIPTION TO AND USE OF LOOKOUT MOBILE ENDPOINT SECURITY SERVICES (THE "SERVICES" OR "ENTERPRISE SERVICES").

READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE SERVICES. YOU ARE REQUIRED TO ACCEPT THE FOLLOWING LICENSE AGREEMENT AS A CONDITION TO CREATING AN ENTERPRISE ACCOUNT. 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.

"Accounts" means all accounts created by the Customer (including accounts created by or for its Administrators within the Service).

"Administrators" means the person(s) designated by Customer to have the authority to utilize the Administrative Console to create and manage Accounts associated with Customer and see the security status of End Users' Device. The Administrator is also considered an End User.

"Administrative Console" means the functionality for managing End Users' security, and other administrative functionality for Accounts and Devices associated with the Services provided to Customer.

"Device" or "Devices" mean all End Users' mobile devices associated with the Enterprise Account.

"End User(s)" means, collectively, any person who is invited by the Administrator to join an Enterprise Account and/or access the Services.

"End User Data" means the electronic data submitted from End User's Device(s) that is collected and processed by Lookout in connection with provision of the Services.

"Enterprise Account" means, collectively, all Accounts that belong to the Customer's subscription. An Enterprise Account may represent a team, group or

other subdivision within the Customer's organization or the whole organization.

"Enterprise Services" or "Services" means Lookout's proprietary commercial off-the-shelf software product(s) specified in the Order (any related purchase orders, statement of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, and any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates and upgrades thereto that Lookout provides to Customer or that is developed in connection with this Agreement.

"Order" means Customer's order details as set forth in the applicable order form.

"Subscription Term" means the period starting on the Service start date as stated in the Order and continuing for the period specified therein, or if no such period is specified, on an annual basis.

2. License.

a. License to Customer and End Users. Subject to Customer's and End Users' continued and full compliance with all of the terms and conditions of this Agreement, Lookout hereby grants to Customer and its End User(s) a revocable, non-transferable, non-exclusive limited license, without any right to sublicense, during the applicable Subscription Term, to (a) install, execute, and use the Services (including any updates, modifications, patches and upgrades

thereto that Lookout, in its sole discretion, may provide to Customer hereunder) solely for Customer's internal use and (b) allow Administrators to access and use the Administrative Console to create and administer Devices registered to Customer.

b. License to Lookout. Customer grants to Lookout a worldwide, limited-term license to host, copy, transmit, and display End User Data and other data Customer submits to Lookout for Lookout to provide the Services in accordance with this Agreement. Customer further grants Lookout a perpetual, irrevocable right to maintain, access, use, and disclose de-identified or aggregated data for any purpose.

3. Changes to Services. Lookout may change and improve the Services over the Subscription Term. The Customer's use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Lookout may alter or remove functionality from the Services without prior notice. However, Lookout will endeavor to provide the Customer with prior notice if a change to the Services results in a material change in functionality, and if the material changes adversely affects Customer, Customer will have the option to cancel any Order without further obligation within 30 days of the material changes, and Lookout will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Services for which no comparable replacement was provided. If Customer is entitled to a refund under this Agreement, and the Services were purchased by Customer through an authorized Lookout partner ("Reseller"), then unless it is otherwise specified, Lookout will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer. Customer agrees, however, that its Order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lookout regarding future functionality or features.

4. Customer's Obligations.

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

License Agreement will govern the End Users use of the Services. Customer acknowledges that a violation of this License Agreement by an End User can result in the termination of Services and/or Customer's Enterprise Account.

b. 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 (including adding the End User to the Enterprise Account) and (ii) to allow Lookout to provide the Services, including to collect End User 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 End User Data. Customer—and not Lookout—is responsible for (1) Customer's access to, and potential use of, information obtained through the Enterprise Services, including End User Data; and (2) for all End User(s)' compliance with this Agreement.

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

5. End User Devices. When invited to join an Enterprise Account, a user can join an Enterprise Account by downloading Lookout Security for Work application to become an End User of the Enterprise Account.

6. Administrative Users Obligations.

a. Administrators. Administrators are responsible for managing Customer's Enterprise Service subscription, any associated Customer account details, and access to End User Devices and Accounts, including other Administrator Accounts, via the Administrative Console and for complying with this Agreement, and applicable laws. Administrators are

responsible for (i) maintaining the confidentiality of passwords and Administrator Accounts; (ii) managing access to Administrator Accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

b. **Administrative Responsibilities.** The Enterprise Services are designed to provide the Customer and its Administrators with the ability to self-manage the Services and Devices. Management and administration of the Devices is the responsibility of the Customer and not Lookout. Lookout will not be responsible for any liability arising from adding, removing, or otherwise managing the Devices in accordance with Customer's instructions.

c. **Administrative Access to End User Data.** Customer and End Users agree that the Administrators of the Enterprise Services will have access to End User Data, including information about malicious applications, and other relevant information, from the End Users' device. By using the Enterprise Services, all parties agree that Lookout shall not be liable in any manner for the access to, and potential use of, information obtained by Administrators via the Enterprise Service.

7. Restrictions on Use of Enterprise Services.

Customer will not, and will ensure that End Users or third parties do not:

a. Offer for sale or lease, sell, resell, lease or in any way transfer the Services, or otherwise use the Services for a third-party's benefit;

b. Copy any Enterprise Services (or component thereof), develop any improvement, modification, or derivative works thereof or include any portion thereof in any other equipment or item;

c. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Services or any software or other component used therein;

d. Attempt to modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Services;

e. Attempt to create a substitute or similar service through use of, or access to, the Services;

f. Access or attempt to access other accounts hosted by Lookout or other computer systems or networks not covered by this Agreement, for which Customer does not have permission;

g. Remove, alter or obscure any proprietary rights notices associated with the Services (including copyrights or trademarks), or attempt to do any of the foregoing;

h. Access or use the Services in a way intended to avoid incurring fees or hiding usage that exceed usage limits or quotas, if any;

i. Allow the transfer, transmission, export or re-export of any Enterprise Service (or any portion thereof) or any Lookout technical data;

j. Perform any benchmark tests (e.g. speed, battery usage, data usage, or detection coverage) without the prior written consent of Lookout (any results of such permitted benchmark testing shall be deemed confidential information of Lookout);

k. Access the Enterprise Services for testing or otherwise for competitive intelligence purposes (including to verify a set of known results), or publicly disseminate test-related information about Enterprise Services (which is Lookout's Confidential Information);

l. Hack or interfere with the Enterprise Services, its servers, or any commercial networks;

m. Register under different usernames or identities, after Customer's account or any End User account has been suspended or terminated; or

n. Circumvent or disable the Enterprise Services or any technology, features, or measures included in the Enterprise Services for any reason, except as required by law.

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.

8. Customer Warranty. As a condition to Customer's and its End Users' use of the Services, Customer represents, warrants and covenants that Customer will not use the Services for any improper or illegal purposes, including but not limited to:

- a. Infringement of the intellectual property or proprietary rights, or rights of publicity of any third party;
- b. Violation of local, state, and/or federal laws, regulations, or ordinances, including but not limited to all applicable export laws and the U.S. Foreign Corrupt Practices Act and similar foreign anti-bribery laws;
- c. Compromising information and data security or confidentiality;
- d. Integrating information that has been obtained in violation of any contractual agreement or local, state, or federal law, regulation, or ordinance; and/or
- e. Violation of privacy or constitutional rights of any End User, or any other individuals or entities.

Customer, not Lookout, remains solely responsible for all information or material in any form or format that Customer imports, uses, publishes, or otherwise disseminates using, or in connection with, the Services ("Content"). Customer acknowledges that all Content that Customer accesses through use of the Services is accessed at Customer's own risk and Customer will be solely responsible for any damage or liability to any party resulting from such access.

9. Third Party Requests. Customer acknowledges and agrees that the Customer is responsible for responding to a request from a third party for records relating to Customer's or an End User's use of, or Content contained within, the Services ("Third-Party Request"). If Lookout receives a Third-Party Request (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or End User data), Lookout will, to the extent allowed by the law and by the terms of the Third-Party Request, direct the Third Party to Customer to pursue the Third-Party Request. Lookout retains the right to respond to Third Party requests for Customer data where Lookout determines, in its sole discretion, that it is required by law to comply with such a Third-Party request.

10. Support and Maintenance. The support and maintenance services (if any) are detailed in the support package selected by Customer in the Order.

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

11. Confidentiality. Each party undertakes not to disclose to any third party 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, or (ii) if disclosed orally, identified as confidential at the time of disclosure, and summarized in writing and transmitted to the receiving party ("Confidential Information"). Each party agrees that it shall use the same degree of care that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The confidentiality obligation in this Section does not apply to such information that (a) was lawfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by the receiving party without the benefit of any Confidential Information of the disclosing party. Furthermore, Confidential Information of the other party may be disclosed insofar as such disclosure is necessary to allow a party to comply with applicable law, with a decision by a court of law or to comply with requests from government agencies that such party determines require disclosure, but then only after first notifying the other party of the required disclosure, unless such notification is prohibited. Customer shall promptly notify Lookout of any actual or suspected misuse or unauthorized disclosure of Lookout's Confidential Information.

Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Customer's employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section).

The foregoing confidentiality obligation survives termination of this Agreement for a period of five (5) years; provided that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

12. Intellectual Property Rights. Except for the limited license rights expressly provided herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property or any rights to use the Lookout trademarks, logos, domain names, or other brand features. No title to or ownership of or other right in or to the Services or software provided by Lookout to access the Services is transferred to Customer or its End Users under this Agreement. Specifically, Lookout retains all rights, title and interest in and to the Enterprise Services, source code, and any other related documentation or material provided by Lookout (including without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights embodied in the foregoing) and all copies, modifications, and derivative works thereof. The Enterprise Services are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement.

13. Publicity. Lookout may identify Customer as a Lookout customer in promotional materials, unless Customer requests that Lookout stop doing so by providing written notice to Lookout.

14. Feedback. If Customer or its End Users provide Lookout with any suggestions, enhancement request, recommendation, correction, or other feedback, Customer and its End Users grant Lookout a worldwide, perpetual, irrevocable, royalty-free license to use any such feedback without restriction or compensation. If Lookout accepts Customer's or its End User's submission, Lookout does not waive any rights to use similar or related ideas or feedback previously known to Lookout, developed by Lookout employees, or obtained from sources other than Customer.

15. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LOOKOUT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY HERETO, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LOOKOUT DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHER, LOOKOUT IS NOT RESPONSIBLE FOR ANY DEFECT OR ERROR RESULTING FROM THE MODIFICATION, MISUSE OR DAMAGE OF ANY OF THE SERVICES NOT DELIVERED BY LOOKOUT. LOOKOUT DOES NOT WARRANT AND SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY SOFTWARE OR OTHER NON-LOOKOUT SERVICES.

16. Indemnification.

a. 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 Section 4 of this Agreement, or (ii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

b. 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 than 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.

c. 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 its 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; or (iii) modify the Services so that they no longer infringe.

d. 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.

17. Limitation of Liability.

a. 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.

b. EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 16 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 UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.

18. Data Protection. 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 as it forms part of United Kingdom law (the "UK GDPR") or the Swiss Federal Data Protection Act of 19 June 1992, the Data Processing Addendum ("DPA") set out at https://info.lookout.com/rs/051-ESQ-475/images/Lookout-DPA_180516_v2.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.

19. Term. This Agreement will remain in effect for the Subscription Term specified as set forth in the Order or until the Agreement is terminated as provided below.

20. Termination. Either Lookout or Customer may suspend performance or terminate this Agreement if: (i) the other party (including any End User of Customer) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of such breach or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Notwithstanding the foregoing, (i) either party may terminate this Agreement immediately in the event of a material breach by the other party of its obligations under Section 11 and (ii) Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Sections

2, 4, 6, or 7 or if any payment owed by the Customer is more than 60 days overdue.

21. Effects of Termination. a. If this Agreement terminates: (i) the rights granted by Lookout to Customer will cease immediately (except as set forth in this section); and (ii) the rights granted by Lookout to End User will cease immediately.

b. The following provisions of this Agreement shall survive the termination or expiration of this Agreement: Sections 1, 2(b)(ii), 7, 9, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22.

22. General Terms. a. Entire Agreement. This Agreement, together with the Enterprise User Terms of Service and any Orders constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. 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.

b. **Notices.** Except as provided in Section 22(i), 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., 3 Center Plaza, Suite 330, Boston, MA (USA) 02108, Attn: Legal Department, with Subject "NOTICE". Unless otherwise specified, Notices to Customer will be sent to the address on record by Lookout.

c. **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.

d. If Customer is a government or an agency or other unit of government located in the United States (a "US Government Customer") and the law establishing or otherwise governing such Customer expressly requires Customer to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which Customer is authorized to act, then the preceding paragraph shall not apply with respect to the US Government Customer's use of the Lookout Enterprise Service while performing in its official government capacity.

e. **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.

f. **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.

g. **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.

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

i. 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 Enterprise Services under the terms of the 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 in any Order or other written notification, shall be effective unless in writing and agreed to 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.

j. 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.

k. 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/legal/enterprise-license-agreement-government> shall apply to Customer.