

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING. BY CLICKING THE “I ACCEPT” BUTTON BELOW (OR AUTHORIZING/ALLOWING A THIRD PARTY TO DO SO ON YOUR BEHALF), YOU INDICATE:

(1) YOUR ACCEPTANCE OF THIS AGREEMENT;

(2) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM; AND

(3) YOU ARE AUTHORIZED TO BIND LICENSEE TO THE TERMS OF THIS AGREEMENT.

“Pillr” Powered by Novacoast

License Agreement

1. **SERVICES.** The Services (“Services”) consist of the Novacoast Pillr Remote Security Operations Center (SOC) service.
2. **DEFINITIONS.** Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.
 - 2.1. **“Authorized Reseller”** means any reseller operating with the express consent and authority of Novacoast.
 - 2.2. **“Authorized User”** means any individual who is an employee of Licensee or such other person or entity as may be authorized by Licensee to access the Services, including any authorized Managed Service Provider, pursuant to Licensee’s rights under this Agreement. In no event shall any more than one (1) Authorized User be created for each Service License. A Licensee may also be referred to as an Authorized User.
 - 2.3. **“Device(s)”** means a physical or virtual appliance attached to a network.

- 2.4. **“End User”** means the individual or entity who owns the access to the Service and is permitted to grant access to an Authorized User.
- 2.5. **“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.
- 2.6. **“License”** means the credentials passed from Novacoast to End User in order for End User to access the Service on a monthly basis. Each License entitles the End User to register one (1) device with the Service.
- 2.7. **“Licensee”** means the individual onto whose device the Service is installed.
- 2.8. **“Licensee Content”** means any content that is provided by or associated with the Licensee and that is processed by the Service.
- 2.9. **“Sales Order”** means any order form or other writing agreed between the Authorized Reseller and the Licensee identifying the Services, the subscription term, and any limitations or restrictions in connection with Licensee’s access to and use of such Services.

3. PROVISION OF SERVICES

- 3.1. **Access.** Novacoast will provide the Services via a license installed on the selected device. Authorized User(s) may monitor the Service through the online user portal. On or as soon as reasonably practicable after the execution of the Sales Order and acceptance of this Agreement, Novacoast shall provide to Licensee the necessary passwords, security protocols and network links or connections to allow Licensee and its Authorized Users to download the license(s) and access the Services.
- 3.2. **Licensee Content Hosting and Retention.** All Licensee Content shall be hosted with a third-party data hosting provider of Novacoast’s choosing. All Licensee Content shall be held for a period of no less than thirty (30) days. Subject to the foregoing, the duration of

Licensee Content retention shall be at the sole discretion of Novacoast. Novacoast is not responsible for the back-up of any Licensee Content. Licensee may elect for additional content storage. Content stored longer than 30-days will be charged to Licensee at the market rate.

4. INTELLECTUAL PROPERTY

- 4.1. **License Grant.** Subject to the terms and conditions of this Agreement, Novacoast grants to Licensee a non-exclusive, non-transferable license during the term set forth on the Sales Order to access and use the Services in accordance with the terms of this Agreement and any restrictions or limitations set forth on the applicable Sales Order(s).
- 4.2. **Ownership; Limitations.** The Services and all other materials provided by Novacoast hereunder, including but not limited to all manuals, records, programs, data and other materials, and all Intellectual Property Rights in each of the foregoing, are the exclusive property of Novacoast. Licensee agrees that it will not, and will not permit any Authorized User or other party to: (a) permit any party to access or use the Services, other than the Authorized Users authorized under this Agreement; (b) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services; or (e) disclose or transmit any data contained in the Services to any individual other than an Authorized User, except as expressly allowed herein.
- 4.3. **Reservation of Rights.** All rights in and to the Services not expressly granted to Licensee in this Agreement are reserved by Novacoast and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Licensee regarding the Services or any part thereof.
- 4.4. **Feedback.** Licensee agrees that Novacoast has the right to use any Licensee Content, reporting of errors, problems, or defects, or suggestions for changes and improvements to the Services made by Licensee (collectively, "Feedback") at its sole discretion, including incorporating all or some of the Feedback into the Services or any other version of the Services Novacoast may make available, or any other intellectual property created by Novacoast, all without notice to, payment of or consent from Licensee. This right is an unlimited, perpetual, fully paid-up, worldwide, non-exclusive, fully transferable, fully

sublicensable and irrevocable right to execute, reproduce, distribute, perform, display, modify, create derivative works of, make, have made, use, import, sell, offer to sell and otherwise transfer the Feedback and to practice or have practiced any process or method involved in any use thereof. Licensee agrees and acknowledges that any products and services incorporating such Feedback will be the sole and exclusive property of Novacoast, and Licensee will gain no right, title or interest in or to the Services or any other products or services by virtue of Licensee's provision of Feedback to Novacoast or for any other reason.

5. **FEES.** Licensee agrees to pay to Authorized Reseller the fees for the Services ordered, as set forth on the Sales Order.

6. LICENSEE CONTENT AND RESPONSIBILITIES

6.1. **License; Ownership.** Licensee grants Novacoast a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Licensee Content as necessary for purposes of providing and improving the Services, and (b) to use the Licensee trademarks, service marks, and logos as required to provide the Services. The Licensee Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Licensee. Licensee further grants Novacoast the right to create anonymous profiles and derivative insights based on the Licensee Content (the "Insights") that it may use in connection with its business purposes; provided, however, that such Insights do not disclose any Confidential Information of Licensee or otherwise disclose the identity of Licensee or any Authorized User. Novacoast will own all such Insights. All rights in and to the Licensee Content not expressly granted to Novacoast in this Agreement are reserved by Licensee.

6.2. **Authorized Users Access to Services.** Licensee may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement and the restrictions in the Sales Order. User IDs cannot be shared or used by more than one Authorized User at a time. Licensee shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Novacoast promptly of any such unauthorized use known to Licensee.

6.3. **Audit Rights.** Novacoast retains the right to audit all license usage under this Agreement. In the event any misuse of the license is observed, Novacoast retains the right to (1) terminate the license immediately, and/or (2) invoice End User for the cost associated with

the misuse. Invoice amount will be calculated by taking the number of unauthorized users times the license cost times the number of months the license was misused.

6.4. **Licensee Warranty.** Licensee represents and warrants that any Licensee Content utilized as part of the Services shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious code intended to damage Novacoast's system or data; or (e) otherwise violate the rights, including any applicable privacy rights, of a third party. Novacoast is not obligated to back up any Licensee Content; the Licensee is solely responsible for creating backup copies of any Licensee Content at Licensee's sole cost and expense. Licensee agrees that any use of the Services contrary to or in violation of the representations and warranties of Licensee in this section constitutes unauthorized and improper use of the Services.

6.5. **Licensee Responsibility for Data and Security.** Licensee and its Authorized Users shall have access to the Licensee Content. Licensee shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Content.

6.6. **Licensee Use of Integrated Third-Party Software.** Licensee and its Authorized Users agree to utilize any and all integrated third-party software pursuant to the following End User License Agreements, as applicable:

CheckPoint: [Software License Agreement & Hardware Warranty](#)

7. **WARRANTIES.** The Services, and all other documentation and materials are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCESS AND USES THE SERVICES AT ITS OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. NOTWITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS, ANY SALES ORDER OR OTHERWISE TO THE CONTRARY, IN THE EVENT THERE ARE

NO FEES ASSOCIATED WITH ANY SALES ORDER, OR IF NOVACOAST IS UNABLE AFTER A REASONABLE PERIOD OF TIME TO COLLECT ANY FEES ASSOCIATED WITH ANY SALES ORDER, NOVACOAST MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER AND, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED AT LAW.

8. **LIABILITY.** NOVACOAST HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE SERVICES AND ANY USE OF THE SERVICES BY THE LICENSEE OR ANY AUTHORIZED USER. NOVACOAST SHALL IN NO WAY BE LIABLE FOR NETWORK OUTAGES, SYSTEM DOWNTIME, INCORRECT DATA OR ANY OTHER ACTION OR INACTION TIED IN ANY WAY TO THE PERFORMANCE OF SERVICES DESCRIBED HEREUNDER. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NOVACOAST OR ITS SUPPLIERS SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH NOVACOAST'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF NOVACOAST HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

9. CONFIDENTIALITY

- 9.1. **Confidential Information.** During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information that is marked as "confidential" or "proprietary" or which the Receiving Party should reasonably know is confidential and/or proprietary, given the nature of information and context of disclosure (collectively,

“Confidential Information”). For the avoidance of doubt, the Services, and all enhancements and improvements thereto will be considered Confidential Information of Novacoast.

- 9.2. **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Licensee) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Novacoast). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.
- 9.3. **Exceptions.** The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information; or (e) is necessary to be disclosed to Integration Partner(s) in order for Novacoast to perform the Services. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such

required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10. INDEMNIFICATION

10.1. **By Novacoast.** Novacoast will defend at its expense any suit brought against Licensee, and will pay any settlement Novacoast makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the date Licensee accepts this Agreement. If any portion of the Services becomes, or in Novacoast's opinion is likely to become, the subject of a claim of infringement, Licensee will immediately cease all use of the Services upon notice by Novacoast. Notwithstanding the foregoing, Novacoast shall have no obligation under this section or otherwise with respect to any infringement claim based upon (a) any use of the Services not in accordance with this Agreement; or (b) any modification of the Services by any person other than Novacoast or its authorized agents. This subsection states the sole and exclusive remedy of Licensee and the entire liability of Novacoast, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2. **By Licensee.** Licensee will defend at its expense any suit brought against Novacoast, and will pay any settlement Licensee makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Licensee's (and any of Licensee's Authorized Users') breach or alleged breach of the subsections titled Licensee Warranty. This subsection states the sole and exclusive remedy of Novacoast and the entire liability of Licensee, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

10.3. **Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

- 11.1. **Term.** This Agreement remains in effect so long as any Sales Order is in effect.
- 11.2. **Termination.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.
- 11.3. **Effect of Termination.** Upon termination of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; and (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in the section titled Confidentiality. The sections and subsections titled Definitions, Limitations, Ownership, Feedback, Disclaimer of Warranties, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination, and Miscellaneous will survive expiration or termination of this Agreement for any reason.

12. MISCELLANEOUS

- 12.1. **Compliance with Laws.** Licensee shall comply with all laws, regulations, rules, ordinances and orders applicable to its access to and use of the Services. Without limiting the foregoing, Licensee shall comply with the relevant export administration and control laws and regulations, as may be amended from time to time, including, without limitation, the United States Export Administration Act, to ensure that the Services are not transferred or exported (directly or indirectly) in violation of U.S. law.
- 12.2. **Assignment.** Licensee may not assign or delegate, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any of its rights or obligations under this Agreement to any third party, and any attempt to do so will be void and of no effect.
- 12.3. **Governing Law and Venue.** This Agreement will be subject to and governed by the laws of the State of California, without regard to conflicts of laws principles. For any litigation arising from or related to this Agreement, the parties hereby consent to the exclusive jurisdiction of and venue in the state and federal courts located in Santa Barbara County, California. Notwithstanding the foregoing, Novacoast shall be entitled to seek equitable relief in any court of competent jurisdiction to prevent any threatened or ongoing breach of this Agreement.

- 12.4. **Export.** Licensee agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Novacoast, or any products utilizing such data, in violation of the United States export laws or regulations.
- 12.5. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Licensee agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the subsection titled Limited Warranty.
- 12.6. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.7. **Remedies.** Except as provided in the sections titled Limited Warranty and Indemnification, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Services contain valuable trade secrets and proprietary information of Novacoast, that any actual or threatened breach of the sections titled Intellectual Property or Confidentiality or any other breach by Licensee of its obligations with respect to Intellectual Property Rights of Novacoast will constitute immediate, irreparable harm to Novacoast for which monetary damages would be an inadequate remedy. In such case, Novacoast will be entitled to immediate injunctive relief without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 12.8. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

- 12.9. **Independent Contractors.** Licensee's relationship to Novacoast is that of an independent contractor, and neither party is an agent or partner of the other. Licensee will not have and will not represent to any third party that it has, any authority to act on behalf of Novacoast.
- 12.10. **Notices.** All notices or other communications required or permitted under this Agreement will be made in writing to the other party by electronic mail as follows: If to Novacoast, legal@novacoast.com and if to Licensee, at the email address provided to Authorized Reseller upon registration. Notwithstanding the foregoing, all legal notices will be made in writing to the other party as follows: If to Novacoast, 1505 Chapala Street, Santa Barbara, CA 93101, and if to Licensee, at the address provided to Novacoast upon registration. Such notices will be delivered by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by electronic mail, any such notice will be considered to have been given on the day such electronic mail was sent. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its contact information for receipt of notice by giving notice of such change to the other party.
- 12.11. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Licensee and Novacoast.