

**PHISHME, INC.**  
**APPLICATION LICENSE AGREEMENT**

Please read this Application License Agreement carefully. By downloading and using the Application (defined below), you agree to be bound by this Application License Agreement. If you are downloading and the Application on behalf of an entity or business, you represent and warrant that you have the authority to bind such entity or business to this Application License Agreement. If you do not agree to the terms in this Application License Agreement, do not download or use the Application and contact your sales representative. If you do not agree to the terms in this Application License Agreement, you are not permitted to download or use the Application.

This Application License Agreement (the “**Agreement**”) is by and between PhishMe, Inc., a Delaware corporation with its principal offices located at 1608 Village Market Boulevard SE, #200, Leesburg, Virginia 20175-4673 (“**PhishMe**”), and you, and, if applicable, the entity or business on behalf of which you are downloading or using the Application (the “**Customer**”). Each of PhishMe and Customer is referred to herein as a “**Party**” and collectively at times as the “**Parties**.”

This Agreement applies to the Customer’s download and use of an application (the “**Application**”) made available by PhishMe solely for use in conjunction with the PhishMe Intelligence or PhishMe Brand Intelligence products.

**I. LICENSE GRANT**

Subject to the terms of this Agreement, PhishMe hereby grants Customer a limited, non-exclusive, revocable license to use the Application in conjunction with the PhishMe Intelligence or PhishMe Brand Intelligence products only. The Application requires application programming interface (“API”) credentials to function. PhishMe reserves the right to refuse to provide API credentials to any Customer. PhishMe shall provide such API credentials only to Customers either having (1) a current license for PhishMe Intelligence or PhishMe Brand Intelligence; or (2) a trial license for PhishMe Intelligence or PhishMe Brand Intelligence. Customer warrants that at all times while using the Application, Customer shall maintain a current license or trial license for PhishMe Intelligence or PhishMe Brand Intelligence.

**II. PROPER AND AUTHORIZED USE.**

The Customer agrees (a) that it will, and will cause its administrators to, use the Application only in a lawful manner consistent with the terms of this Agreement; and (b) that it is responsible for all uses of the Application by Customer. The Customer must terminate its use of the Application and delete the same immediately upon the termination of this Agreement.

**III. TERM; TERMINATION; TERMINATION OR MODIFICATION OF APPLICATION.**

A. Term. This Agreement and the license to the Application shall be effective upon the date of Customer’s download of the Application and continue until terminated by either Party in accordance with this Agreement. Upon termination of this Agreement for any reason, PhishMe shall revoke the Customer’s API credentials.

**B. Termination of Agreement and/or License.**

1. Any license granted to the Customer herein will expire upon the termination or expiration of such license for any reason; provided, however, that such termination shall be in addition to, not in lieu of, PhishMe’s other remedies. Further, any and all licenses granted to the Customer herein will terminate immediately upon the Customer’s misuse of the Application or any violation of this Agreement, including without limitation, the termination of Customer’s license or trial license for PhishMe Intelligence or PhishMe Brand Intelligence, with or without notice thereof.

2. Either Party may terminate this Agreement or the license to use the Application granted hereunder for convenience upon written notice to the other Party, without prior notice of such termination.

C. Modification of Application. Notwithstanding the Section entitled “Termination of Agreement and/or License” above, the Customer acknowledges and agrees that PhishMe may, in its sole and absolute discretion and without notice or liability to the Customer or any third party, immediately terminate this Agreement in connection with any actual, alleged or suspected: (i) breaches or violations of the Agreement, or any laws, rules or regulations, (ii) direct or indirect technical or security issues or problems caused by or relating to the Customer and/or (iii) request for such termination or suspension by law enforcement or governmental agencies. PhishMe may also immediately terminate the Agreement in connection with a request by the Customer to do so (self-initiated termination).

**IV. WARRANTY AND WARRANTY DISCLAIMER.**

Except as expressly set forth herein, PhishMe makes no representation or warranties with respect to this Agreement or the Application, and disclaims all

warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## V. LIMITATION OF LIABILITY.

The Customer understands and agrees that PhishMe shall not be liable to the Customer or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, revenue, anticipated savings, use, data or other intangible losses (even if PhishMe had been advised of the possibility of such damages), arising out of or relating to this Agreement or the Customer's use of the Application.

## VI. GOVERNING LAW; JURISDICTION; LIMITATIONS.

A. Governing Law. The Agreement and the Customer's use of the Application will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of laws provisions. Any legal claims, proceedings or litigation arising in connection with the Application will be brought solely in the courts of New York, NY, and the Customer consents to the jurisdiction and venue of such courts as the most convenient and/or appropriate for the resolution of disputes concerning the Agreement and the Application.

B. Limitations on Claims. Any action against PhishMe must be brought within twelve (12) months after the event giving rise to the cause of action.

## VII. NOTICES.

PhishMe may provide the Customer with notices, including those regarding changes to the Agreement, by: email, regular U.S. mail, overnight or express courier, postings on the PhishMe website, or by other means that PhishMe may deem appropriate.

## VIII. INTELLECTUAL PROPERTY.

A. Intellectual Property and Proprietary Information of PhishMe. All rights, title and interest to any and all intellectual property rights in and to the Application are owned by PhishMe or its licensors. The Customer acknowledges and agrees that the Application contains material that is or may be protected by intellectual property and other relevant laws. Aside from the license granted in Section entitled "Entitlement; Licenses," the Customer is provided no proprietary or any other rights, title or interest in or to the Application or any component or aspect thereof. Further, Customer acknowledges and agrees that it may not, in whole or in part, directly or indirectly: (i) copy, modify, make derivative works of, publicly display, or distribute the Application; (ii) reverse

assemble, reverse compile, or otherwise translate the Application; (iii) sublicense, rent, resell, or lease the Application; or (iv) distribute or share the Application with third parties.

B. The Customer further acknowledges and agrees that the Confidential Information of PhishMe and the PhishMe Marks are the property of PhishMe. The Customer represents and warrants that it will not display the PhishMe Marks, or use the PhishMe Confidential Information or PhishMe Marks in any manner, without the prior written permission of PhishMe.

## IX. CONFIDENTIALITY.

A. "Confidential Information" means any information disclosed by PhishMe to the Customer, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, products, product specifications and white papers). Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

B. Customer agrees not to use any PhishMe Confidential Information for any purpose except Customer's internal security. Customer agrees not to disclose any PhishMe Confidential Information to third parties without the consent of PhishMe or to such of Customer's employees, agents or consultants, except to those employees, agents or consultants of the receiving Party who are required to have the information in order to fulfill its obligations under this Agreement. Customer shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody PhishMe's Confidential Information and which are provided to Customer hereunder.

C. Customer agrees that it shall take reasonable

measures to protect the secrecy of and avoid disclosure and unauthorized use of PhishMe Confidential Information. Without limiting the foregoing, Customer shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees, agents or consultants who have access to PhishMe Confidential Information have agreed to be bound by the terms of this Agreement, prior to any disclosure of Confidential Information to such employees, agents or consultants. In any event, Customer shall be liable for any breach of this Agreement by any employee, agent or consultant. Customer shall not make any copies of PhishMe Confidential Information unless the same are previously approved in writing by PhishMe. Customer shall reproduce PhishMe's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

D. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by PhishMe, and all copies thereof which are in the possession of Customer, shall be and remain the property of PhishMe and shall be promptly returned to PhishMe upon PhishMe's written request. Nothing in this Agreement is intended to grant any rights to Customer under any patent, mask work right or copyright of PhishMe, nor shall this Agreement grant Customer any rights in or to PhishMe Confidential Information except as expressly set forth herein. Customer acknowledges that remedies at law are inadequate to protect against breach of this Agreement. Customer accordingly hereby agrees in advance to the granting of injunctive relief in PhishMe's favor in the event of any such breach without proof of actual damages, and Customer agrees to waive any requirement for the securing or posting of any bond in connection with such relief. Injunctive relief shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies at law or equity available. Customer agrees to reimburse PhishMe for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred to remedy any and all breaches of this Agreement.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

#### **X. MISCELLANEOUS.**

A. Waiver. The failure of PhishMe to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

B. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

C. No Assignability. The Customer may not assign this Agreement or any license or other rights provided hereunder to any other person, company or legal entity.

D. Force Majeure. Neither PhishMe nor the Customer shall be considered to be in breach or default of the Agreement as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party whose performance has been affected.

E. Third Party Beneficiary Rights. Nothing in this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Customer and PhishMe.

F. Entire Agreement. This Agreement and the exhibits attached hereto constitute the complete and entire agreement between PhishMe and the Customer with respect to the Application. It replaces and supersedes any prior agreements, oral or written, between PhishMe and the Customer concerning the subject matter hereof. Notwithstanding the foregoing, any agreement between PhishMe and Customer concerning the purchase or license of the PhishMe Intelligence or PhishMe Brand Intelligence products shall remain in effect. If there is any conflict between the terms of such other agreement and this Agreement, in all cases the terms of such other agreement shall govern.