

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “ACCEPTED AND AGREED TO,” YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

MANAGED SERVICE PROVIDER AGREEMENT

By applying to become a SKOUT partner (“You” “Your” or “MSP”), You agree to be bound by this Managed Services Provider Agreement (“Agreement”) between You and SKOUT Secure Intelligence, LLC and its Affiliates, d/b/a SKOUT CYBERSECURITY (“SKOUT”). If you are entering into this Agreement on behalf of a company, organization or other entity You represent that You have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If You do not have such authority to enter into this Agreement or do not agree with the terms and conditions set forth herein, You may not resell the SKOUT Services. Each SKOUT and MSP may be referred to as a “Party”, and collectively as the “Parties”.

1. **DEFINITIONS**

1.1 “Affiliate” means with respect to a party means any subsidiary of such party, or any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party. If the Services (as defined herein) are to be conducted by a SKOUT Affiliate, such Affiliate will be identified on the applicable Sales Order Documentation (as defined herein). Any Sales Order Documentation executed hereunder with Affiliates of SKOUT shall incorporate the terms of this Agreement. Each Affiliate executing Sales Order Documentation shall be solely responsible for its obligations pursuant to such Sales Order Documentation, as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement. Services (as defined herein) to be provided by SKOUT Monitoring, LLC and any professional services to be provided by SKOUT Services, LLC.

1.2 “Applicable Law” means the Data Protection Laws and any other applicable laws, rules and regulations.

1.3 “Data Protection Laws” means all data protection and privacy laws, rules and regulations applicable to a party and binding on that party in the performance of its obligations under this Agreement, including, where applicable, EC Directive 2002/58/EC and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

1.4 “Documentation” if applicable, means guides, instructions, policies and reference materials provided to MSP End Users by MSP or SKOUT in connection with the Services or Software.

1.5 “Intellectual Property Rights” means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods,

processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

1.6 “Licenses” means the licenses for the SKOUT Services (as defined herein) purchased by MSP to resell to MSP End Users.

1.7 “MSP Data” means any information or data about MSP (and its and their staff, customers or suppliers, as applicable), that is supplied to SKOUT by or on behalf of MSP in connection with the Services, or which SKOUT is required to access, generate, process, store or transmit pursuant to this Agreement. MSP Data shall not be deemed to include any Performance Data.

1.8 “MSP End User” means a customer of MSP that has signed up for the Services through MSP and entered into a MSP End User Agreement with MSP.

1.9 “MSP End User Agreement” means an agreement for the Services between MSP and End User that contains terms and conditions substantially in conformity with those set forth in the SKOUT EULA (as defined herein).

1.10 “MSP End User Personal Data” means any MSP Data about MSP’s End Users that is personal data (as defined under the applicable Data Protection Laws).

1.11 “MSP Personal Data” means any MSP Data, except for any MSP End User Personal Data, that is personal data (as defined under the applicable Data Protection Laws).

1.12 “Performance Data” means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of MSP or any MSP End User, including any performance, analytics or statistical data, that SKOUT may collect from time to time.

1.13 “Pricing” means the then-current price at which the MSP purchases the Licenses for the Services, as set forth in the Price List located on the SKOUT Partner Portal or as set forth on the applicable Sales Order Documentation (as defined below).

1.14 “Services” means the SKOUT subscription services of (i) cyber security monitoring services and related Software (as defined herein), (ii) email protection, (iii) and end-point protection that is ordered by or made available to MSP End User as specified in specified in a physical, electronic or online SKOUT sales order (“**Sales Order**”) or MSP purchase order (“**Purchase Order**”) that has been executed (or, if online, accepted pursuant to an online order process) which references this Agreement or a Statement of Work (“**SOW**”) (such documentation may be referenced individual or collectively, as “**Sales Order Documentation**”). The Services may be purchased individually or collectively as a bundle offering.

1.15 “SKOUT” means (a) if MSP is located in the Americas; SKOUT Secure Intelligence, LLC d/b/a SKOUT CYBERSECURITY, with offices at 270 South Service Road, Suite 55, Melville, New York 11747-2339; or (b) if MSP is located in any other country or region; then SKOUT CYBERSECURITY

EMEA LIMITED, with offices at IDA Business and Technology Park, Mountrath Road, Unit 2, Portlaoise, Co Laois, Ireland.

1.16 “SKOUT End User License Agreement” or “SKOUT EULA” means the then-current terms and conditions contained in the SKOUT EULA which governs the MSP End User’s license, use of and access to the Services. No changes may be made to the SKOUT EULA unless expressly approved in writing by SKOUT.

1.17 “SKOUT Partner Portal” means the partner web portal located at <https://partners.getskout.com>. MSP must register at <https://partners.getskout.com/register-2/>.

1.18 “Software” means (i) SKOUT proprietary software, and (ii) open source software used by SKOUT in providing the Services.

1.19 “Term” means the date the MSP signs this Agreement or accepts the terms online through the SKOUT Partner Portal (“Effective Date”) and shall continue in effect for the initial term of one (1) year (“Initial Term”). The Agreement will renew automatically for additional one (1) year renewal terms (“Renewal Term”), unless, prior to the start of the next Renewal Term, MSP provides SKOUT with written notice that MSP will not be renewing, or this Agreement earlier terminated in accordance with Section 10. The Initial Term and all Renewal Terms hereunder being collectively referred to as the “Term.”

2. LIMITED RIGHT TO RESELL AND MANAGE THE SERVICES

2.1 Subject to and conditioned on MSP’s payment of the fees and full compliance with all other terms and conditions of this Agreement, SKOUT grants MSP a non-exclusive license to resell, offer access to, use and manage Licenses to the Services solely to and on behalf of MSP’s End Users for such MSP End Users’ internal business use.

2.2 From time to time during the Term of this Agreement, MSP may submit Sales Order Documentation for the Services for an identified MSP End User. The Sales Order Documentation must include the following information: (i) description of Services; (ii) number of sites utilizing the Services; (iii) number of Licenses; (iv) Price; (v) subscription term; (vi) billing terms; and (vii) total contract value. The Parties agree that this Agreement together with the applicable Sales Order Documentation shall exclusively control the purchase of the Services by MSP and that any contradictory, additional, or inconsistent terms and conditions printed or referenced on the Sales Order Documentation shall be of no effect and are hereby rejected by SKOUT.

2.3 MSP shall provide SKOUT, upon SKOUT’s request, with information regarding the number of MSP End Users on any give date during the Term of this Agreement or over any given period during the Term of this Agreement or other non-personally identifiable information reasonably requested by SKOUT during the Term of this Agreement to monitor usage of the Services and the applicable fees for such Services.

2.4 This is a non-exclusive relationship, and the parties acknowledge and agree that SKOUT is free to enter into the same or similar relationships on the same or different terms with other third parties, and to market, promote, license and sell products and services, including the Services, to any other third parties in its sole discretion.

3. MSP RESPONSIBILITIES

3.1 MSP's appointment as a MSP and the licenses granted to MSP hereunder are conditioned upon MSP entering into a MSP End User Agreement with each MSP End User with terms consistent with this Agreement and containing terms and conditions substantially in conformity with those set forth in the SKOUT EULA found at <https://getskout.com/partners/EULA>.

3.2 MSP shall make no representations or warranties concerning the Services other than the limited warranties included in the SKOUT EULA. MSP shall be solely responsible for providing, at its own cost, sales, sales support, training, account management, billing and collection services, solicitation of orders and distribution of marketing materials to its MSP End Users and prospects. MSP shall not in any way misrepresent, or in any way cause to be ambiguous: (a) MSP's relationship with SKOUT; (b) MSP's duties as specified in this Agreement; or (c) the features of the Services including any technical specifications and expected benefits of use. MSP shall not represent itself as SKOUT or as the manufacturer, exclusive agent, or exclusive vendor of the Services.

3.3 MSP shall not provide any infringing, offensive, fraudulent or illegal content in connection with the Services, and MSP represents and warrants that any content it provides will not violate any Intellectual Property Rights of any third party. SKOUT reserves the right, in its sole discretion, to delete or disable any content submitted by MSP, or any MSP End User, that may be infringing, offensive, fraudulent or illegal.

3.4 MSP acknowledges that the Services will require MSP End Users to share with SKOUT certain information which may include personal information regarding MSP End Users' (such as usernames, SKOUT Partner Portal, email address and/or phone number) solely for the purposes of providing and improving the Services. MSP is fully responsible for ensuring that each MSP End User (or MSP itself) has provided consent, in accordance with Applicable Law, to the use of their name by SKOUT, which use is described in SKOUT's Privacy Notice, located at <https://getskout.com/partners/PrivacyNotice>.

3.5 Subject to and conditioned on MSP's payment of the fees and full compliance with all other terms and conditions of the Agreement, SKOUT grants MSP a non-exclusive, non-sublicensable, non-transferable, limited and fully revocable license to use SKOUT's name and logo solely during the Term and solely in connection with marketing and licensing of the Services to existing and potential MSP End Users, provided any public announcements by MSP End User using SKOUT's name and/or logo are expressly approved in writing by SKOUT, in advance. MSP shall comply with any SKOUT branding, name and/or logo usage guidelines provided to MSP by SKOUT, as may be modified from time to time at SKOUT's sole discretion.

3.6 MSP should carefully read and understand SKOUT's Third Party Code of Conduct at <https://getskout.com/partners/Code> and must agree to abide by its requirements as a condition of doing business with SKOUT, unless MSP has its own code of conduct that has been approved by SKOUT.

4. PRICING AND PAYMENT

4.1 During the Term of this Agreement, MSP may order the Services from SKOUT for MSP End Users at the applicable fees and prices set forth in SKOUT's then-current Price List located on the SKOUT Partner Portal or otherwise set forth on the Sales Order Documentation. SKOUT may

modify the Price List for any Services under this Agreement at any time upon thirty (30) days prior written notice to MSP. All Sales Order Documentation accepted by SKOUT before the effective date of any pricing modification shall be at the pricing in effect prior to such modification. Thereafter, all Sales Order Documentation accepted by SKOUT shall be at such modified pricing. MSP shall be free to unilaterally establish its pricing to its MSP End Users for Services. SKOUT may provide a suggested retail price for Services. All pricing pursuant to this Agreement is strictly conditioned upon MSP's compliance with all of the terms and conditions of this Agreement and in the event of any breach of the foregoing, SKOUT may in its sole option terminate this Agreement.

4.2 Billing to occur at the earlier of installation of Services or thirty (30) days' after the last date of signature of the Sales Order Documentation. All payments are due thirty (30) days from the date of invoice ("Invoice Due Date"). Unpaid fees that are not being disputed in good faith by MSP, are subject to a finance charge of 1.5% per month, or the maximum permitted by law. MSP shall reimburse SKOUT's cost of collection, including but not limited to reasonable attorney's fees.

4.3 All fees and other amounts payable by MSP under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, the MSP is responsible for all sales, service, use, value added and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, local, or foreign governmental or regulatory authority on any amounts payable by the MSP hereunder, other than any taxes imposed on SKOUT's income. Any claim for exemption by MSP shall be effective only after SKOUT's receipt of all proper exemption documentation and requirements.

4.4 If any amount payable to SKOUT by MSP is in arrears for more than sixty (60) days from the Invoice Due Date, and not being disputed in good faith by MSP, SKOUT reserves the right at its sole discretion and without prejudice to any other remedies it may have, to (a) suspend the provision of Services to MSP End User until such time as payment is received by MSP; (b) assume the direct billing of MSP End User; or (c) transfer the Licenses to another managed service provider. MSP is responsible for determining the creditworthiness of MSP End User and the collection of fees from MSP End User. MSP acknowledges and agrees that SKOUT assumes no responsibility for the bad debts or uncollected accounts of MSP End User. MSP shall pay to SKOUT all fees when due, regardless of whether MSP has received payment from MSP End User.

5. RECORDS MAINTENANCE, INSPECTION AND AUDIT

5.1 MSP must maintain true and accurate financial and accounting records related to this Agreement through the Term and for four (4) years thereafter ("Audit Period"). If an audit, litigation, or other action involving such records is initiated before the end of the Audit Period, MSP must retain the records until all issues are resolved.

5.2 MSP shall promptly provide to SKOUT, upon written request, a signed certification (a) verifying that MSP is in compliance with the terms of this Agreement; and (b) listing all MSP End Users to which the Services are, or were, being provided.

5.3 SKOUT may, at its expense, audit MSP's compliance with this Agreement. Any such audit will be conducted during MSP's business hours and will not unreasonably interfere with MSP's business activities. MSP shall provide SKOUT with all reasonable assistance and information

required to enable it to determine whether MSP is in compliance with this Agreement. If the audit reveals that MSP has underpaid amounts due under this Agreement, MSP shall pay such amounts within thirty (30) days after receiving notice, plus interest at the rate set forth in Section 4.1. If the audit reveals that MSP has underpaid amounts totaling five percent (5%) or more of the amounts due in any year, MSP shall reimburse SKOUT for all reasonable costs, fees, and expenses associated with such audit within thirty (30) days after receiving notice.

6. CONFIDENTIALITY

6.1 The term “Confidential Information” means any information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and MSP End User information; pricing, forecasts, strategies and product development plans; and/or the terms of this Agreement. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

6.2 The Receiving Party agrees: (a) not to disclose Confidential Information to any third person other than those of its employees, contractors, advisors, investors and potential acquirers (“Representatives”) with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party’s Confidential Information, and (b) to use such Confidential Information solely as reasonably required in connection with the Services and/or this Agreement. Each party agrees to be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (ii) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party; or (iii) was rightfully disclosed to Disclosing Party without restriction by a third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to contest such disclosure. For the avoidance of doubt, MSP acknowledges that SKOUT utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting and other service providers) and such third parties, along with any other third party service providers that MSP or MSP End User may choose to integrate with the Services, will have access to MSP’s and MSP End Users’ Confidential Information, including MSP Data, in accordance with this Agreement. The parties agree that Performance Data is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.

7. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Except as expressly set forth herein, SKOUT alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by MSP, End Users or any third party relating to the Services and/or the Software, which are hereby assigned to SKOUT. MSP will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. As between the parties, SKOUT owns all Performance Data. This Agreement is not a sale and does not convey to MSP, or any MSP End User, any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

8. DATA PROTECTION

8.1 In this Section 8, the terms “personal data,” “data processor,” “data subprocessor,” “data subject,” “process and processing” and “data controller” shall be as defined in the applicable Data Protection Laws.

8.2 For the purposes of the Data Protection Laws, MSP agrees that SKOUT is a data processor (or subprocessor, as applicable) and not the data controller of any personal data related to MSP’s or any MSP End Users’ use of the Services. Solely if and to the extent SKOUT is processing personal data, as defined in the General Data Protection Regulation, that is contained in MSP Data or MSP End User Personal Data on MSP’s or any MSP End User’s behalf, then the terms of the Data Processing Addendum available at <https://getskout.com/partners/DPA> and shall apply to such processing and are incorporated into this Agreement.

8.3 MSP may enable integrations between the Services and certain third-party services used by its MSP End Users (each, an “Integration”). By enabling an Integration between the Services and any MSP End Users’ third-party services, MSP is hereby instructing SKOUT, on behalf of its MSP End User and in accordance with such MSP End Users’ instructions to MSP, to share any MSP End User Personal Data necessary to facilitate the Integration. MSP and its MSP End Users are responsible for providing any and all instructions to such third-party service providers about the use and protection of MSP End User Personal Data. SKOUT and any such third-party service providers are not subprocessors of each other.

8.4 As the data controller, or processor as applicable, of MSP Personal Data and MSP End User Personal Data, MSP represents and warrants to SKOUT that its provision of personal data to SKOUT and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws.

8.5 MSP may, upon at least thirty (30) days prior notice, and no more than once per twelve (12) month period, appoint an independent third party auditor to physically inspect and audit, at MSP’s sole cost and expense, any facilities owned or controlled by SKOUT in which MSP or MSP End User Personal Data is processed or stored, provided that such inspection: (a) shall occur on a mutually agreed upon date during SKOUT’s regular business hours; (b) does not interfere with any of SKOUT’s business operations; and, (c) does not, in SKOUT’s reasonable discretion, create any risk to the confidentiality, integrity, or availability of any data stored or processed by SKOUT. Prior to any audit, MSP, and any appointed auditor, must enter into a nondisclosure and confidentiality agreement as may be required by SKOUT.

9. INDEMNIFICATION

9.1 MSP Indemnity. MSP will indemnify, defend and hold harmless SKOUT and its directors, officers, agents and employees from and against any and all claims, demands, actions, litigation, investigations, proceedings, liens, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to (a) any claim made by or dispute with a MSP End User arising from MSP's breach of its obligations under this Agreement (including a failure by MSP to pay to SKOUT the Services fees for such MSP End User); (b) any representations or warranties made by MSP to the MSP End User regarding the Services that exceed or are inconsistent with the representations set forth in SKOUTs' EULA or published documentation for such Services; or (c) any gross negligence or intentional misconduct by MSP. MSP shall reimburse SKOUT for all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) incurred by or awarded against SKOUT in connection with such claims.

9.2 SKOUT Indemnity. SKOUT will defend, indemnify and hold harmless MSP, its Affiliates and employees from all liabilities, losses, damages, costs, and other reasonable expenses (including reasonable attorneys' fees) arising from or relating to third party claims, demands, or proceedings asserting that the Services, or the use thereof (as permitted under this Agreement) infringes or misappropriates any third party's Intellectual Property Rights ("Claims"). In the event of any third-party Claim, demand, suit, or action for which MSP (or any of its employees) is or may be entitled to indemnification hereunder, SKOUT shall defend any such Claim or settle any such Claim at SKOUT's sole expense. SKOUT may not agree to settle any such Claim, which does not provide for a full release of MSP, without MSP's express prior written consent. In the event that the Services are or are likely to become the subject of such a Claim of infringement, SKOUT shall, at its expense, procure for MSP End User the right to continue to use such Services; modify the Services so that they are non-infringing, but functionally equivalent; or, if neither of the foregoing are commercially reasonable, terminate MSP End User's right to continue to use the allegedly infringing Services and refund to MSP, on a pro-rata basis, any prepaid Services fees as of the effective date of termination. SKOUT shall have no infringement indemnification obligation if MSP, MSP End User or a third party not authorized by SKOUT modifies the Services and the Claim would not have arisen but for such modification; or, if the Services have been combined by MSP, MSP End User or a third party not authorized by SKOUT with products, software or services not provided by SKOUT, if the Claim would have been avoided but for such combination.

9.3 Indemnification Procedures. The indemnified party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party.

This Section 9 states each party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

10. TERMINATION

10.1 In the event of any material breach of this Agreement by either party (other than MSP's payment obligations), the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period.

10.2 Either party may terminate this Agreement for its own convenience, at any time, upon sixty (60) days prior written notice to the other party; provided, however, that upon MSP End Users' written request, SKOUT will provide the Services in accordance with this Agreement, and all provisions of this Agreement shall survive, for six (6) months from the date of any such notice of termination for convenience (except in the event of a termination under Section 10.1). Notwithstanding the foregoing, SKOUT shall not be required to provide the Services beyond the sixty (60) day termination for convenience notice period in the event of a merger, acquisition or sale of all or substantially all of SKOUT's assets.

10.3 Either party may terminate this Agreement, without notice, (a) upon the institution or if a petition is filed, notice is given, a resolution is passed or an order is made, in each case by or against the other party under any applicable laws relating to insolvency, administration, liquidation, receivership, bankruptcy or any other winding up proceedings, (b) upon the other party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors, or (c) upon the other party's dissolution or ceasing, or threatening to cease to do business.

10.4 When this Agreement terminates for any reason, MSP shall immediately cease signing up new MSP End Users to use the Services or renewing any MSP End User Agreements with existing MSP End Users. In the event that SKOUT terminates this Agreement under Sections 4.1, 10.1 or 10.3, MSP shall provide SKOUT with the contact information for each MSP End User and reasonably assist SKOUT in transitioning any MSP End Users desiring to continue using the Services to SKOUT.

11. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

SKOUT WARRANTS THAT: (a) ITS PERSONNEL ARE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE SERVICES, AND (b) THE SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE APPLICABLE SALES ORDER DOCUMENTATION AND THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 11, SKOUT (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "**SKOUT PARTY(IES)**") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD-PARTY PURCHASES.

12. LIMITATION OF LIABILITY

12.1 EXCLUSIONS FROM DAMAGES. IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES OR COSTS DUE TO ANY DIRECT OR INDIRECT LOSS OF PROFITS,

DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR THE USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, EVEN IF NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAYABLE BY MSP TO SKOUT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM TO ARISE UNDER THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT SHALL NOT INCREASE EITHER PARTY'S LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE CONTRACT BETWEEN THE PARTIES.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW (INCLUDING DEATH OR PERSONAL INJURY CAUSED BY SKOUT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION), THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR THE MISAPPROPRIATION OF SKOUT'S INTELLECTUAL PROPERTY RIGHTS.

12.2 Essential Basis. The parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Agreement and the allocation of risk herein form an essential basis of the bargain between the parties, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including the economic terms, would be substantially different and without which SKOUT would not have entered into this Agreement.

13. GOVERNMENT MATTERS

13.1 Export. Notwithstanding anything else, MSP may not use, or provide to any MSP End User or person, or export or re-export or allow the export or re-export of, the Services or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represents that it is not named on any U.S. government denied-party list. MSP shall not access or use, nor permit any MSP End User to access or use, the Services in a U.S. embargoed country.

13.2 Anti-Corruption. MSP agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any MSP End User or SKOUT employee or agent in connection with this Agreement. If MSP learns of any violation of the above restriction, MSP will promptly notify SKOUT.

14. MISCELLANEOUS

14.1 Assignment. Neither Party may assign this Agreement (whether expressly, by implication, or by operation of law, including in connection with any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party without obtaining the other Party's prior written consent; *provided, however*, that SKOUT will have the right to assign this Agreement (and its rights hereunder) (a) to an Affiliate of SKOUT; and (b) in connection with any

reorganization, merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates. Any purported transfer, assignment, or delegation without the appropriate prior written consent will be null and void when attempted and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and permitted assigns of SKOUT and MSP.

14.2 Amendments. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers, amendments and modifications must be in a writing signed by the party against whom the waiver, amendment or modification is to be enforced; however, there will be no force or effect given to any different or additional terms contained in any Sales Order Documentation, MSP form or other form issued by MSP or any MSP End User, even if signed by SKOUT after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and MSP does not have any authority of any kind to bind SKOUT in any respect whatsoever.

14.3 Notices. Notices to SKOUT under this Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service at the address below or to such other address (including facsimile or electronic) as specified in writing and will be effective upon receipt: SKOUT CYBERSECURITY: Attn: Chief Executive Officer, 294 Harbor Drive, Stamford, Connecticut 06902. This Section shall apply for formal contract notices only and shall not limit the parties' ability to communicate via electronic mail or other methods as agreed to by the parties for routine communications.

14.4 Force Majeure. Any delay or failure 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 or failure is due to a labor dispute, fire, earthquake, flood or any other event beyond the reasonable control of a party, provided that such party promptly notifies the other party thereof and uses reasonable efforts to resume performance as soon as possible.

14.5 Publicity and Marketing. MSP agrees to participate in press announcements, case studies, trade shows, or other marketing reasonably requested by SKOUT. During the Term and for thirty (30) days thereafter, MSP grants SKOUT the right, free of charge, to use MSP's name and/or logo, worldwide, to identify MSP as such on SKOUT's website or other marketing or advertising materials.

14.6 Non-competition. During the Term of this Agreement and for a period of twelve (12) months thereafter, MSP shall not, directly or indirectly, in any manner make any solicitation to employ SKOUT's personnel without SKOUT's prior written consent, which may be withheld at SKOUT's sole discretion. For the purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement and the hiring of any such employees who freely responds thereto is not a breach of this Section. MSP agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, SKOUT, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

14.7 End of Life Policies. MSP acknowledges and agrees that SKOUT may withdraw, discontinue or replace Services or related Software for any reason, including changes in demand and technology, in which case SKOUT will use commercially reasonable efforts to provide: (i) up to sixty (60) days' notice thereof, and (ii) up to three (3) months' notice of the end of support for affected Services or related Software. If MSP has paid in advance for the Services or related Software for a period beyond the date of SKOUT's withdrawal of the Services or related Software, SKOUT's sole liability and MSP's sole remedy shall be for SKOUT to provide a pro-rata refund in respect to such advance payment. For the purposes of this Section, notice may include an email to MSP and/or posting a message on the SKOUT Partner Portal.

14.8 Insurance. During the Term of this Agreement, MSP shall, at its own expense, maintain and carry in full force and effect, insurance coverage as required by Applicable Law or as reasonably requested by SKOUT. Upon request by SKOUT, MSP shall provide evidence of such insurance coverage.

14.9 Dispute Resolution. The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement or the Services hereunder (a "**Dispute**") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

14.10. Governing Law. This Agreement, and any dispute or claim arising from or in any manner affecting the interpretation of this Agreement, will be governed by, and construed solely in accordance with, the laws of the of the country and/or region specified below. Each Party irrevocably agrees that the courts located in the specified locations set out below have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims):

If MSP is located in the Americas: The laws of the state of New York and the state and federal courts located in the Eastern and Southern Districts of New York, New York, U.S.A. shall apply, without giving effect to any conflicts of laws principles that would require the application of the law of a different state.

If MSP is located in any other country or region: The laws and courts of Ireland shall apply. If another jurisdiction is preferred, it can only be changed upon a written amendment to this Agreement.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties hereby disclaim the application thereof.

14.11 Injunctive Relief. The parties agree that certain breaches of this Agreement may result in irreparable harm, the extent of which would be difficult and/or impracticable to assess, and where money damages would not be an adequate remedy for that breach. Accordingly, each party shall be entitled to seek any and all remedies available at law or in equity, including, without limitation, injunctive relief or specific performance.

14.12 Survival. Any expiration or termination of this Agreement will not affect those provisions of this Agreement, which by their own terms are intended to have effect thereafter.

14.13 Entire Agreement. This Agreement, including appendices, addendums, exhibits and schedules, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the Parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. This Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement.