

Effective Date: 05/2/2022

## Right Networks Security Awareness Training Terms and Conditions

The terms and conditions set forth herein (this “**Agreement**”) constitute the full and complete agreement between you and Right Networks, LLC (“**Right Networks**”) with respect to Right Networks’ provision of, and your use of the Right Networks’ Security Awareness Training Products and Services (defined below and collectively, the “**Services**”). By using the Services, you agree (i) you have read and understand this Agreement; (ii) you are bound by this Agreement; (iii) this Agreement is valid and enforceable against you; and (iv) to the extent you are using the Services on behalf of a business entity as the Account Owner (defined below), you have the power and authority to bind that business entity to this Agreement and each other individual that uses the Services on such business entity’s behalf or at such business entity’s direction. We use the term “you” to refer to you as an individual and to any business entity for which you are acting as an agent or representative. The terms of this Agreement, including any Quotation (defined below), supersede and replace any other agreement or negotiation between you and Right Networks with respect to the Services, whether oral, written or otherwise, including any statements made to you by any representative of Right Networks at any time with the sole exception of agreements physically signed by both an authorized officer of Right Networks and you and delivered to you by hand, mail, email, or FAX.

### 1. TERMS & DEFINITIONS

- (a) “**Account**” means, with respect to a Customer, the details of the Services currently purchased by such Customer.
- (b) “**Account Owner**” means the Person deemed to have complete control over the Account. An Account Owner of a Security Awareness Training may also sometimes be referred to by Right Networks as a “Firm Administrator” or “Firm Owner.”
- (c) “**Active User(s)**” means User(s) with active assigned Seat(s).
- (d) “**Affiliate**” means, as applied to any Person, any other Person Controlled by, Controlling, or under common Control with that Person.
- (e) “**Billing Period**” means, with respect to an Account, a one-month or one-year period, as applicable, beginning on the date on which Right Networks first makes the Services available and recurring monthly or annually, as applicable, until Customer Cancellation or termination of such Account’s Services by Right Networks.
- (f) “**Confidential Information**” means all information or material disclosed by a party to the other party, whether orally or in writing, which is either (i) marked “Confidential,” “Restricted,” “Proprietary,” or includes other similar markings, (ii) known by the parties to be confidential and proprietary, or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Services are deemed Confidential Information of Right Networks.
- (g) “**Control**” means either the direct or indirect (i) control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority), or (ii) power to manage, direct or cause the direction of the management and policies of such entity.
- (h) “**Courseware**” means training modules, games, artwork, videos, newsletters, security documents, or other content and materials provided by Right Networks.

- (i) **“Customer Cancellation”** means, with respect to an Account, the cancellation by a Customer of all Services.
- (j) **“Customer”** means the Person obligated to make payments to Right Networks with respect to the purchased Services.
- (k) **“Discount”** means a discount to the Service Fees that is (i) set forth in a Quotation or on a Customer’s Account on the Web Portal, (ii) applicable only to the extent identified in the Quotation or on such Customer’s Account on the Web Portal, and (iii) effective only for the period specified in the Quotation or such Customer’s Account on the Web Portal.
- (l) **“LMS”** means the cloud-based learning management system for the administration, documentation, tracking, reporting, and delivery of Courseware, which includes any e-learning education courses or training programs.
- (m) **“Person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).
- (n) **“Quotation”** means, with respect to a Customer, a writing, such as an invoice or other quote, setting forth the description of the Services purchased by such Customer, the applicable Service Fees, and any additional terms and conditions applicable to the Services for such Customer, as may be updated from time to time.
- (o) **“Seat(s)”** means the number of Users permitted access to the Services pursuant to the User count identified in a Customer’s Quotation or Account on the Web Portal.
- (p) **“Security Awareness Training Products and Services”** (collectively, the **“Services”**) means the Security Awareness Training products and services offered by Right Networks to a Customer, as specified in the Quotation for such Customer or in such Customer’s Account on the Web Portal, including, as applicable, Courseware, LMS, simulated phishing emails, other fake phishing services, domain and dark web threat monitoring services, together with Right Networks’ current generally available documentation related thereto, such as specifications and user manuals, and the Support Services related thereto.
- (q) **“Service Fees”** means the fees corresponding to the Services set forth in a Quotation or such Customer’s Account on the Web Portal, as discounted by any Discounts.
- (r) **“Support Services”** means phone, chat and email support provided by Right Networks in connection with the Services.
- (s) **“Third Party Licensed Services”** means software, hardware, materials, platforms, and other services licensed by or on behalf of Right Networks from third party(ies) in connection with the Services.
- (t) **“User(s)”** means any of Customer’s employees or other third parties to whom Customer gives access to the Services.
- (u) **“Web Portal”** means the Right Networks web portal currently located at [myaccount.rightnetworks.com](https://myaccount.rightnetworks.com), [app.rightnetworks.com](https://app.rightnetworks.com), and [cloud.xcentric.com](https://cloud.xcentric.com), and any successor websites, through which Account Owners can manage their Account, add and discontinue Services, and review billing details.

## 2. ACCOUNT OWNER TERMS

- A. Only the Account Owner has the power to cancel the Account and move sub-accounts.
- B. There can only be one Account Owner at one time. Account Owners may be transitioned by contacting Right Networks and completing the Right Networks Account Owner Change Request Form.

- C. To the extent you are using the Services on behalf of a business entity and that entity is the Customer, you represent and warrant to Right Networks that you have the power and authority to bind the Customer to this Agreement, including with respect to payment obligations under Section 3.
- D. It is your obligation to update the person named in the Account Owner role. You agree to keep the person named in the Account Owner role up to date in the Web Portal, including without limitation if the prior Account Owner becomes deceased or is no longer part of your organization.
- E. You are solely responsible for controlling access to the Customer Data (defined in Section 6 below) within your organization.
- F. Only the Account Owner, or another administrator specifically designated by the Account Owner, may change or remove Services, modify Users, Active Users, and Seats. All of such changes may be facilitated by communicating directly with Right Networks.

### 3. SERVICE FEES AND BILLING

- A. Service Fees. In exchange for Right Networks' agreement to provide the Services, Service Fees applicable to the Services shall accrue during the Billing Period.
- B. Service Fee Adjustments. Service Fees will be prorated ("**Prorated Fees**") for Services purchased during a Billing Period. No amounts will be refunded with respect to cancellations or reductions of Services during a Billing Period. Right Networks will refund fees on a prorated basis to the extent it terminates your Services during a Billing Period without cause.
- C. Billing. At Right Networks' sole discretion, Right Networks will either (1) invoice you monthly for Services during the upcoming month or (2) charge you on the first day of each Billing Period for (i) Prorated Fees for Services added during the prior Billing Period, and (ii) Service Fees for Services purchased and active on your Accounts as of the first day of the Billing Period. You agree to pay such amounts (1) within 30 days of receipt of such invoice or (2) on the first day of each billing period, as applicable. Overdue unpaid amounts shall accrue interest at the lesser rate of 2% per month or the highest rate permitted by law. Payment of Service Fees must be made by credit card (American Express, Visa, MasterCard, and Discover) or bank transfer (bank transfer is available only upon approval, additional fees may apply) or other method made available at Right Networks' sole discretion. In the event you choose to pay by credit card or bank transfer, prior to activation of your Account and at any applicable time thereafter you authorize Right Networks to charge the credit card provided by you or transfer funds from the bank account provided by you for the amount of the Prorated Fees and Service Fees. All payments shall be made in United States Dollars.
- D. Discounts. Right Networks may from time to time offer Discounts to Customers. These Discounts are conditioned upon Customer's compliance with the terms of this Agreement. Upon a Customer's breach of any of the terms herein, Right Networks may, in its sole discretion and without notice, revoke any Discounts offered to such Customer.
- E. Service Fee Adjustments. The Service Fees shall be subject to price increases and decreases at any time by Right Networks in its sole discretion, provided that in each such case Right Networks shall notify the Account Owner of such adjustment no less than 30 days in advance of such adjustment.
- F. Non-Refundable. Except as otherwise specified herein, all sales are final, non-refundable, and non-returnable except with respect to Services that do not meet applicable specifications in the relevant Documentation or that are not identified in a Quotation and/or a Customer's Account information on the Web Portal.

#### 4. LICENSE

- A. License. Subject to Customer's payment of Service Fees in accordance with this Agreement, Right Networks hereby grants to Customer, for use with Customer's authorized Active Users, and solely for internal business purposes and not for resale or publication, a limited; non-exclusive; non-sublicensable; non-transferable; royalty-free license to install, use, execute, display, and access the Services, as applicable. The foregoing license shall commence on the Effective Date and, subject to the provisions of this Agreement, shall automatically renew during each billing period until Customer Cancellation or termination of a Customer's Services by Right Networks. Apart from the foregoing limited license, you are not being granted any right, title, or interest in or to the Services. Furthermore, Right Networks and its licensors own and reserve all right, title, and interest, including intellectual property rights, in the Services and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, Right Networks is not granting or assigning to any Customer any right, title, or interest, express or implied, in or to Right Networks' intellectual property. Right Networks reserves all rights in such property.
- B. Customer Users. The Services are provided on a per-seat, subscription basis. The concurrent number of Active Users receiving access may not exceed the purchased number of Seats. If the number of Active Users exceed the purchased number of Seats, Customer is obligated to either pay for any Seats that surpass the purchased amount or immediately reduce its number of Active Users. Customers (through their Account Owners or other designated administrators) are responsible for managing the creation, modification, revoking, and management of access to the Services by their Active Users via the Web Portal or such other method as established by Right Networks from time to time.
- C. Feedback. Any Customer may provide Right Networks with suggestions, comments, or other feedback (collectively, "Feedback") with respect to the Services. Feedback is voluntary. Right Networks is not obligated to hold any Feedback in confidence. Right Networks may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any Feedback, Customer grants Right Networks an irrevocable, non-exclusive, perpetual, royalty-free license to use such Feedback in connection with Right Networks' business, including the enhancement of the Services.
- D. Support Services. Right Networks will provide the Support Services in connection with the Services. Notwithstanding the foregoing, Right Networks will have no obligation to support: (a) services, hardware, or software provided by anyone other than Right Networks; (b) issues with the Services caused by Customer's negligence, abuse, or misapplication; or (c) Customer's use of Services other than as specified in the Documentation.

#### 5. CUSTOMER RESTRICTIONS AND COMPLIANCE

Right Networks strictly enforces compliance with the terms of this Section 5. You agree to use the Services in full compliance with the terms set forth below. Failure to so comply shall be deemed a material breach of this Agreement. In connection with your use of the Services, you agree that:

- A. You will comply and you will cause each of your Users to comply with the terms of this Agreement;
- B. You and your Users will use the Services solely for the internal business purposes of the Customer. Use of the Services for analytical or research purposes, to be used or disclosed outside of Customer's organization, is strictly prohibited. Sharing screenshots, downloads, or other forms of copying, duplicating, or replicating the Services, publicly or outside of Active Users, is strictly prohibited;

- C. You acknowledge that some of the Services are designed to assist Customer in training Users and may include developing, customizing, and sending fake cybersecurity attack campaigns for purposes of employee training, but that Customer, and neither Right Networks nor any lessors of Third Party Licensed Services, will be responsible for Customer's compliance with all laws and governmental regulations;
- D. You will not and will cause your Users not to gain or attempt to gain any unauthorized access to the Services, accounts or data of any other customer or other Person or disclose or use any such information without authorization;
- E. You will not and will cause your Users not to use the Services, including uploading, emailing, posting, publishing or otherwise transmitting any Customer Data, or any Services-generated work product or report, or third party content (collectively, "Material"), for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that it knows to be false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, (f) frame, scrape, link or mirror any content forming a part of the Services; (g) knowingly upload to the Services or use the Services to send or store viruses, worms, time-bombs, Trojan horses or other harmful or malicious code or (h) otherwise violate applicable laws, ordinances or regulations;
- F. You will not and will cause your Users not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of Right Networks or any other third party;
- G. You will not and will cause your Users not to remove or alter any copyright, trademark or other intellectual property notices with respect to the Services (including for the purpose of disguising or changing any indications of the ownership or source of the Services);
- H. You will not and will cause your Users not to reverse-engineer, decompile, disassemble, modify or create derivative works of the Services or any part thereof;
- I. You will not and will cause your Users not to use the Services in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation;
- J. You will not and will cause your Users not to circumvent any technology used by Right Networks or its licensors to protect the Services or Third Party Licensed Services;
- K. You will not and will cause your Users not to sell, rent, sublicense or lease any part of the Services;
- L. You will not use, copy, modify, rent, lease, sublease, sublicense, or transfer of the Services, including, without limitation, the Third Party Licensed Services, except as expressly provided in this Agreement;
- M. You will not create of any derivative works based on the Service or its accompanying documentation, including but not limited to translations, and You will not alter any program files or libraries in any portion of the Service, or reproduce of the database portion or creation of any tables or reports relating to the database structure;
- N. You will not and will cause your Users not to do anything that is illegal, infringing, fraudulent, malicious or could expose Right Networks, its Affiliates, its licensors, or its other customers to harm or liability of any type;
- O. You will not and will cause your Users not to post or copy malicious content such as malware, Trojan horses, or viruses, or otherwise interfere with any of Right Networks' customers' access to the Services; and
- P. You will not and will cause your Users not to undertake any action which is harmful or potentially harmful to Right Networks, its infrastructure or its ability to provide the Services.

## 6. CUSTOMER DATA

- A. Ownership of Customer Data. You represent and warrant that you are the legal and beneficial owner of all data and information, including any personally identifiable information, that you have provided or will provide or make available to Right Networks in connection with the Services (collectively, "Customer Data"). You are the exclusive owner of your Customer Data and no rights to said Customer Data are transferred to Right Networks, except for the limited license grant set forth in Section 6(C) herein. Customer Data will be deemed Confidential Information.
- B. Content of Customer Data. To the extent Customer provides to Right Networks Customer Data or other information belonging to a third party, Customer represents and warrants that it has that person's, or organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. Right Networks does not need, nor does Right Networks request, any protected health information governed by the Health Insurance Portability and Accountability Act and its implementing regulations, any non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act, or payment card information covered by the Payment Card Industry Data Security Standards in order to provide the Services. Customer should never disclose, nor allow to be disclosed, such information, and all obligations of the aforementioned regulations remain solely with Customer. The Services are not intended for use with minors (as defined by applicable law). Customer is prohibited from authorizing minors, as defined by applicable law, to use or access the Services, except as otherwise provided in a signed writing by an authorized representative of Right Networks.
- C. License Grant. You grant Right Networks a non-exclusive, world-wide, royalty-free license to access and use all Customer Data for the purpose of performing the Services otherwise performing Right Networks' obligations under this Agreement, and as otherwise may be required by law. You further grant Right Networks the right to share with the licensors of Third Party Licensed Services all Customer Data on a confidential basis in furtherance of Right Networks' provision of the Services and performing its obligations under this Agreement. You are responsible for obtaining all rights, permissions, and authorizations to provide Customer Data to Right Networks for use as contemplated under this Agreement. Except for the limited license granted herein, nothing contained in this Agreement will be construed as granting Right Networks any right, title, or interest in the Customer Data.
- D. Aggregated Data. Right Networks may also use Customer Data in an aggregate, de-identified, and generic manner for marketing; survey; and benchmarking purposes, in the review and development and improvement of the Services and current and future products, product usage, and other similar purposes ("Aggregated Data"). Aggregated Data: (a) is used by Right Networks only for internal administrative purposes and general usage statistics; (b) does not identify Customer or any individual; and (c) to the extent such Aggregated Data is disclosed by Right Networks, it will only be disclosed in a generic or aggregated manner that does not identify the Customer or any individual and will be for the purposes of sharing information regarding usage of the Services for statistical or benchmarking purposes. Aggregated Data will not be considered Confidential Information.
- E. Our Obligations. Right Networks makes reasonable efforts to maintain customer privacy and confidentiality in compliance with state, federal, and industry compliance standards. Nevertheless, it is your responsibility to exercise due diligence to ensure the protection of your Customer Data, and Right Networks shall have no liability for any harm or damages caused by your failure to safeguard your own Customer Data. Right Networks will not disclose Customer Data to any other Person except (a) as required to perform the Services, (b) as required by law or by court order, (c) as expressly permitted by Customer, or (d) as set forth in Right Networks' Privacy Policy posted on [rightnetworks.com](https://rightnetworks.com). The collection, use, and disclosure of Customer Data in connection with Customer's use of the Services is subject to such Privacy Notice. By using the Services, you acknowledge that Customer

Data will be processed in accordance with both the Right Networks' Privacy Policy and this Agreement. By using the Services, or submitting Customer Data via the Services, you expressly consent to such processing.

- F. Your Obligations. You are solely responsible for ensuring that each User's login information is utilized only by such User. Your responsibility includes ensuring the secrecy and strength of your Users' passwords. Right Networks shall have no liability resulting from the unauthorized use of your Users' login information. Right Networks will use commercially reasonable efforts to provide the Services, however you acknowledge that Right Networks does not guarantee the nonoccurrence of loss, theft, or unauthorized access to your Customer Data, or its ability to detect such loss, theft or unauthorized access. If your Users' login information is lost, stolen, or used by unauthorized parties or if you believe that your Customer Data has been accessed by unauthorized parties, it is your responsibility to immediately notify Right Networks. You are solely responsible for complying with all applicable laws and regulations with respect to notification and other requirements related to any such unauthorized access to your Customer Data. After Right Networks receives and validates your request to reset a User's login information, Right Networks will use its reasonable efforts to take the requested action.
- G. Illegal Data. Right Networks shall be permitted to contact appropriate governmental authorities to report the discovery of any illegal content or data in connection with performance of the Services.
- H. No Liability. You agree that none of Right Networks, its Affiliates, its representatives, or licensors shall have any liability or obligation with respect to the use or disclosure of any Customer Data in accordance with the terms of this Agreement.

## 7. CONFIDENTIALITY

- A. Confidentiality. During the term of this Agreement each party may disclose to the other certain Confidential Information to the other party. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order will promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and will only disclose that Confidential Information necessary to comply with such subpoena or order.
- B. Except as expressly provided in this Agreement, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to, and subsequent uses by, the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the receiving party will use at least the same degree of care and precaution that it uses to protect the confidentiality of its own Confidential Information and trade secrets of similar nature, but in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity, or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

- C. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts, or extracts thereof that are in the possession of the other party will be, and remain, the property of the disclosing party and will be promptly returned to the disclosing party. The receiving party will use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in their possession upon the disclosing party's written request. The receiving party will have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that were made in accordance with such party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by a party for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the receiving party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the disclosing party's option, the receiving party will provide written certification of its compliance with this Section.

#### 8. THIRD PARTY LICENSED SERVICES

- A. Licensors. You understand that the Services may include Third Party Licensed Services, which are owned by various third-party licensors. Such third party licensors may include, without limitation, Symbol Security, LLC and Ninjio, LLC. The ability of Right Networks to provide the Third Party Licensed Services as part of the Services is conditioned upon Right Networks receiving necessary corresponding licenses from such licensors to provide you with the applicable Third Party Licensed Services. To the extent that Right Networks loses one or more licenses to provide Third Party Licensed Services, Right Networks shall be entitled to immediately cease providing such Third Party Licensed Services as part of the Services. In such event, Right Networks will provide you with prompt notice and an opportunity to terminate the Services.
- B. Limitation of Liability. You agree that none of Right Networks, its Affiliates, or its licensors shall have any liability or obligation with respect to any adverse consequences of using the Third Party Licensed Services or any other software required in connection with Right Networks' performance of the Services.
- C. You acknowledge and agree that You are being granted a limited license to use the Services, and that all rights, including intellectual property rights, in the Third Party Licensed Services are reserved to and owned exclusively by the licensor of the Third Party Licensed Services and/or its suppliers.
- D. You may use the Third Party Licensed Services within the third-party licensor's environment and your use of the Third Party Licensed Services shall be solely for Your internal use. No third party may rely in any manner on the reports, results, recommendation work product provided by or generated through the Services, including the Third Party Licensed Services. All data provided in connection with the Services is for informational purposes only and only for use by the Customer for those purposes specifically permitted under this Agreement. You agree that any reports and documents produced using the Services will be treated as Confidential Information, notwithstanding the termination or expiration of this Agreement.
- E. Your rights to use the Third Party Licensed Services are limited to those rights expressly granted under this Agreement.
- F. You acknowledge that licensor(s) of the Third Party Licensed Services are third-party beneficiary(ies) to this Agreement.
- G. You expressly waive any rights to sue any licensor of Third Party Licensed Services at law or in equity for violations of the terms of any master services agreement by and between Right Networks and such licensor of Third Party Licensed Services.

- H. Under no circumstances shall You be considered a third party beneficiary to any agreement (including the master services agreement) between Right Networks and any licensor of Third Party Licensed Services. You hereby grant to Right Networks all rights, consents, and authority necessary to collect, process, store, transmit and otherwise use the electronic data uploaded or processed by or for through the Third Party Licensed Services.

## 9. OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY

The Services are protected by copyright laws, trade secret, as well as laws and any applicable regulations and/or treaties related to other forms of intellectual property. Right Networks, its Affiliates, and/or its licensors own, or have the necessary rights in, all intellectual property rights in the Services necessary to provide the Services to You, and for You to access and utilize the Services solely on the terms provided herein. You understand and agree that as between you, your Users and Right Networks, its Affiliates, and/or Right Networks' licensors, as applicable, all intellectual property rights shall remain the sole property of Right Networks, its Affiliates, or its licensors, as applicable, and that You have no right, title or interest therein.

## 10. TERM AND TERMINATION

- A. Agreement Term. The term of this Agreement shall run coterminous with the Billing Period and shall automatically renew for each subsequent Billing Period until Customer Cancellation or the Services are terminated by Right Networks with respect to a particular Customer. Upon Customer Cancellation or termination of the Services by Right Networks with respect to a particular Customer, this Agreement shall automatically terminate.
- B. Right Networks Termination Rights. Right Networks may terminate this Agreement or any Services on written notice to you with or without cause.
- C. Customer Termination Rights. The Account Owner may terminate the Services (e.g. Customer Cancellation) at any time by contacting Right Networks.
- D. Effect of Termination.

Upon termination of this Agreement, all licenses and rights granted to you hereunder immediately terminate and you shall immediately cease all use of the Services. Notwithstanding the foregoing, any provision of this Agreement which is specifically stated to survive termination or which by its nature is intended to survive termination shall remain in full force and effect. Upon termination of this Agreement, you must return or destroy all copies (original and duplicates) of the Services, in accordance with this Agreement. Upon request by Right Networks, you must provide to Right Networks a certification of destruction. Notwithstanding the foregoing, after the expiration of this Agreement, You may continue to use the reports and documents generated during the term of this Agreement, which are already in Your possession, solely for Your internal, historical, or compliance purposes.

Upon Customer Cancellation or termination of a Customer's Services by Right Networks, Right Networks will have the right to delete or destroy all Customer Data in Right Network's possession. Notwithstanding the foregoing, Right Networks will be permitted to retain copies of data contained in an archived computer system backup that: (a) was made in accordance with its security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by Right Networks for record-keeping, archival, or governance purposes in compliance with Right Networks' document retention policies. Any such retained data will remain subject to the provisions of this Agreement for so long as it is retained.

## 11. RIGHTS UPON ISSUANCE OF CIVIL OR CRIMINAL PROCESS

If Right Networks is served with civil or criminal process relating to an Account or the Customer Data relating to such Account, Right Networks shall have the right to take whatever action it deems reasonably necessary to comply with such civil or criminal process. In the event that Right Networks incurs attorneys' fees and costs in connection with any such civil or criminal process, you will be responsible for reimbursing Right Networks for all attorneys' fees and costs.

## 12. SERVICES; WARRANTIES; LIMITATION OF LIABILITY

- A. Services and Warranties. Right Networks agrees to provide the Services in accordance with the terms of this Agreement. Notwithstanding the foregoing, because many events and circumstances are beyond the control of Right Networks, Right Networks does not in any way warrant or otherwise guarantee the availability or performance of the Services, including, without limitation, the Third Party Licensed Services that comprise the Services, and is not responsible for any delay or loss of data or other data corruption, lack of or slow internet connectivity, lack of or slow computer processing, insufficient memory, driver incompatibility, version incompatibility, or any other issues that may arise, whether or not due to the negligence of Right Networks.

You acknowledge and agree that the Services are for educational purposes only. Right Networks is not a law firm and it does not provide any professional or advisory services. Right Networks does not guarantee that your use of the Services will prevent your computers, networks, and other information technology systems from a virus, malware, hacking, ransomware, infection or otherwise being attacked or compromised. Furthermore, Right Networks does not guarantee that your use of the Services will prevent you or your employees from clicking on phishing emails or becoming victims of a cyberattack. Specifically, any "phishing reporting" tool included in the Services is for educational purposes only and you understand and acknowledge that Right Networks will not take any action or provide any assistance to you if a real phishing email is identified by you or any of your employees.

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND RIGHT NETWORKS MAKES NO WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, AT LAW OR IN EQUITY, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR ANY PORTION, COPY OR COMPONENTS THEREOF) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY RIGHT NETWORKS, OR THEIR QUALITY OR RELIABILITY, OR OTHERWISE ARISING UNDER THIS AGREEMENT.

THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT RIGHT NETWORKS AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. RIGHT NETWORKS IS NOT RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

Your sole remedy for any problems or dissatisfaction with the Services is to cancel the Services. You agree that Right Networks has no obligation or liability arising from third party applications, including the Third Party Licensed Services, or any content that you access via the Services, and that any relationship with such third-party applications may be governed by separate agreements with those third parties. You agree to comply and to cause your Users to comply with any applicable third party terms and obligations when utilizing the Services, regardless of whether payment for these services is made directly to Right Networks or to an affiliated third party provider.

- B. Limitation of Liability. Right Networks' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate exceed the payments actually received by Right Networks under this Agreement from Customer in the six months preceding the claim. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has or should have had knowledge of the basis of the action or claim.

YOU SPECIFICALLY HEREBY WAIVE ANY CLAIM FOR DAMAGES OF ANY KIND THAT YOU MAY HAVE AGAINST RIGHT NETWORKS OR ITS AFFILIATES, OR THIRD-PARTY SERVICE PROVIDERS, IN CONNECTION WITH YOUR USE OF THE SERVICES, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS OR LOSS OF BUSINESS.

Without limitation to the foregoing, you expressly waive any rights to sue Right Networks and any licensor of Third Party Licensed Services at law or in equity for any resulting consequences of conflicts between You and Your employees arising from the Services, including, but not limited to, results of simulated phishing or training activities, or revelations of any data uncovered in monitoring email address compromises related to breached websites, understanding that these revelations may expose Your employee(s) to be in conflict with the terms of employment and or acceptable use for such employee(s).

### 13. INDEMNITY

You agree to fully defend (with counsel acceptable to Right Networks), indemnify and hold harmless Right Networks, its Affiliates, and their officers, directors, agents, resellers, and employees ("Representatives"), in their official and personal capacities, of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including reasonable attorneys' fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of, in connection with or relating to any actual or alleged (i) breach of this Agreement by you or your Users, (ii) your or your User's negligence, willful misconduct or illegal acts, (iii) any violation or misappropriation of any Person's intellectual property or other proprietary rights based on your use of the Services, other than in strict accordance with this Agreement, and (iv) your failure to maintain the confidentiality of your Customer Data or Account information.

Without limitation to the foregoing, you shall bear sole responsibility for any information uploaded or supplied by You to the Services. You will defend, indemnify and hold harmless Right Networks and the licensor(s) of the Third Party Licensed Services from and against any loss, cost, liability or damage, including reasonable attorneys' fees, for which Right Networks or such licensors become liable arising from or relating to any claim relating to Your inappropriate use of Customer Data in violation of this Agreement, including but not limited to any claim brought by a third party alleging that Customer Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. Neither Right Networks nor any licensor of the Third Party Licensed Services shall be responsible or liable any negligent or unintentional deletion, alteration, destruction, damage, loss or failure to store any Customer Data.

You agree that you will keep confidential all Account information provided to you by or on behalf of Right Networks, including usernames and passwords, and you assume all responsibility for any loss, theft or other destruction of any such data caused by or attributable to your actions or inactions.

#### 14. FORCE MAJEURE / WITHDRAWAL FROM BUSINESS

Except for payment obligations and confidentiality obligations hereunder, either party to this Agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, outbreaks, epidemics and pandemics, and governmental shut-downs or other restrictions or requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance from a force majeure event.

#### 15. ASSIGNMENT; AFFILIATES

This Agreement and the rights hereunder are not assignable or transferable without the prior written consent of the other party, except that Right Networks may freely assign any or all of its rights hereunder to any Affiliate or successor-in-interest of Right Networks. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

#### 16. CHOICE OF LAW

This Agreement shall be interpreted under the laws of the State of New Hampshire, without regard to its conflict of law rules which refer to or apply the law of another jurisdiction. Subject to the provisions of Section 17, the parties agree that any disputes arising out of or relating under this Agreement shall be commenced in the state or federal courts in the State of New Hampshire, and both parties consent to jurisdiction and venue in such courts.

#### 17. DISPUTE RESOLUTION

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration in the City of Nashua, State of New Hampshire, by a panel of three arbitrators. Each Party shall designate one disinterested arbitrator and the two arbitrators so designated shall select a third arbitrator. The persons selected as arbitrators need not be professional arbitrators and persons such as lawyers, accountants, brokers and bankers shall be acceptable, but each shall have substantial experience with respect to information technology and development. The arbitration proceeding shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then and there pertaining. Any party may initiate arbitration proceedings hereunder by providing written notice ("Demand for Arbitration") to the other party to such claim, dispute or controversy. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or controversy has arisen; provided, however, that no Demand for Arbitration may be made after the date when institution of such claim, dispute or controversy would be barred by the applicable statutes of limitations. Arbitration proceedings shall be commenced within thirty (30) days of such notice or as soon thereafter as practicable, and the arbitrators shall be required to render a written determination within thirty (30) days after the commencement of such arbitration proceedings. The written award of a majority of the arbitrators shall be final and binding upon the parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including the federal district courts located in the City of Nashua, State of New Hampshire. All costs of any such arbitration shall be borne equally by the parties.

This Section shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in the state or federal courts in the State of New Hampshire in accordance with the provisions of Section 16. Notwithstanding the foregoing, the arbitrator hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. The parties, their representatives, other participants, and the arbitrators shall hold the existence, content, and result of any arbitration in confidence except to the extent necessary to enforce a final settlement agreement or to obtain and secure enforcement of or a judgment on an arbitration decision and award.

#### 18. NO AGENCY

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between Right Networks and you.

#### 19. AMENDMENT

Right Networks may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the Web Portal in place of the old. Each and every such amendment shall become effective immediately for Users of the Services including, but not limited to, all pre-existing and future Accounts. It is your responsibility to periodically check the Web Portal for updates of this Agreement.

#### 20. MISCELLANEOUS

Right Networks' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. All provisions of this Agreement that by their nature are intended to survive any termination or expiration of this Agreement shall so survive, including, without limitation, limitations on Right Networks' liability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Sections 1, 3(F), 4(C), 5, 6, 7, 8, 9, 10(D), 11, 12, 13, 16, 17, 18, and 20 shall survive the termination of this Agreement.

Any rights not otherwise expressly granted by this Agreement are reserved by Right Networks.