

This document sets forth the terms and conditions that apply to your use of the Aware by Wiretap platform and software.

The Software is owned by Nullable, Inc. dba Wiretap, a Delaware Corporation (“Wiretap”, “Nullable”, “we”, “us” and “our”, as applicable). Wiretap and its affiliates, provide this Software and related services to you (the “licensee”, “customer”, “you”, and “your”, as applicable), the user of the Software subject to your acceptance of and compliance with this Agreement. Please read the terms contained herein carefully before using the Software and/or the services associated therewith.

WIRETAP PROVIDES THE SOFTWARE PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY SIGNING THE ACCOMPANYING QUOTATION YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY (“ORGANIZATION”), YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ORGANIZATION AND BIND THE ORGANIZATION TO THESE TERMS; AND (III) YOU HAVE OBTAINED ALL CONSENTS AND PERMISSIONS NECESSARY TO BIND THE ORGANIZATION TO THE TERMS OF THIS AGREEMENT. IF YOU OR YOUR ORGANIZATION DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WIRETAP WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT ACCESS OR USE THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED, WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE, UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF WIRETAP'S SOFTWARE.

Definitions

1. As used in this Agreement (including each Order and SOW), the following capitalized terms shall have the following meanings (except where otherwise expressly defined in the applicable Order or SOW):

“Documentation” means the End-User Documentation, the System Requirements and the published technical specifications applicable to the Software.

“Order” means an Order Form, prepared by Wiretap and signed by both parties, for the customer’s purchase of Software licenses.

“SOW” means a mutually agreeable statement of work for Professional Services that is signed by both parties and incorporated into an Order.

2. “System Requirements” means the hardware, software, database and operating system requirements for the computing environment in which the Software (including mobile applications) must be run as detailed in the Documentation provided by Wiretap.

Changes to this Agreement

1. We reserve the right, in our sole discretion, to revise this Agreement at any time. Any changes to these terms will be posted to the Software and/or included in a revised version of this Agreement accessible

through our website located at www.wiretap.com. Your use of the Software and any related services following posting of any changes to this Agreement constitutes your unconditional acceptance and agreement to be bound by the changed terms. You must cease using the Software if you do not agree to be bound by the revised terms and conditions.

General Use and Software License

2. Subject to satisfying all terms and conditions of a purchase order or other invoice which will be negotiated subsequent hereto, we grant you a limited, nonexclusive and revocable license to make use of the Software. You agree that should a subsequent purchase order or other invoice fail to be negotiated that we reserve the right to remotely terminate the license granted herein at any time. You may not include, post, upload or otherwise publish the Software or related materials to any other website, mobile application, or software. This license does not include any rights not specifically enumerated herein. You agree to use the Software only for lawful purposes and in accordance with the terms and conditions contained herein.

3. Without altering the scope of the license, and except as expressly provided for in this Agreement, this license does not include the right (a) to modify, adapt, translate, copy, reproduce, imitate, distribute, publish or resell the Software or any related materials, including but not limited to the trademarks and copyrights of Wiretap, and its affiliates, or to make derivative use of the Software, or its content; (b) permit other individuals or entities to copy the Software; (c) provide unauthorized access to or use of the Software; (d) to bypass any technical measures used to prevent or restrict access to any portion of the Software; (e) to reverse engineer, decompile or disassemble the Software, or to convert into human readable form any of the contents of Software not intended to be so read, including but not limited to using or directly viewing the underlying code for the Software; (f) to use any data mining, robots, or similar automated data gathering and extraction tools to access the Software; (g) to compromise or attempt to compromise the integrity of the Software; (h) to interfere with or attempt to interfere with the proper working of the Software; (i) to alter or modify, or attempt to modify, any part of the Software; or (j) to attempt to gain unauthorized access to any portion of the Software, or any systems or networks connected to the Software through hacking, cracking, mining, phishing or any other means.

4. You agree not to use the Software for any purpose that is unlawful or prohibited by the Agreement or to solicit the performance of any illegal activity, to stalk or harass other users of the Software, or to engage in any other activity which infringes the rights of Wiretap or any other third parties. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Software or any systems or networks connected to the Software.

5. You acknowledge that your use of the Software is at our sole discretion, and your license to use the Software may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of this Software. Following termination of this license, the terms of this Agreement shall still apply to the extent practicable.

Intellectual Property Rights

1. Unless otherwise noted, all content associated with the Software, including images, illustrations, designs, icons, photographs, video clips, text and other material, is the property of Wiretap or its suppliers,

licensors, partners or affiliates and is protected by United States and international copyright laws. All content on the Software is either the property of Wiretap or is used by us with the permission of its owner. The compilation of the Software is the exclusive property of Wiretap and is protected by United States and international copyright laws. You agree that you will not take any actions inconsistent with Wiretap's ownership of the Software and its content.

2. The trademarks, logos, and service marks displayed by the Software are owned by Wiretap and other third parties, and the trade dress of the Software is owned by Wiretap. All trademarks not owned by Wiretap are the property of their respective owners, and, where used by Wiretap, are used with permission. Nothing contained in Software may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Wiretap's trademarks and/or trade dress may not be copied, imitated or used, in whole or in part (including use in metatags or in hidden text), without prior written permission. You agree that you will not take any actions inconsistent with Wiretap's ownership of, or any third party's ownership of, the trademarks and trade dress used on the Software.

3. Any unauthorized use of the Software's contents or materials is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

Use Responsibility

1. You are responsible and liable for all use of the Software stemming from this license. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software by its authorized users or by any other person to whom you or an authorized user may provide access to or use of the Software, whether such access or use is permitted by or in violation of this Agreement.

2. You may store data on the systems to which it is provided access in connection with its use of the Software. Wiretap may periodically make back-up copies of your data, however such back-ups are not intended to replace your obligation to maintain regular data backups or redundant data archives. You are solely responsible for collecting, inputting and updating all customer data stored on the systems related to the Software, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, If the Order states where your data is to be stored, Wiretap will not move the data from the specified region without notifying you, except if Wiretap is required to do so by law or legal process. Wiretap shall have the right to delete all customer data stored in connection with the use of the Software following any termination of this Agreement or any license to Software granted hereunder.

User Activity

1. You understand that by using the Software, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Software.

2. The opinions expressed in postings or other content displayed on the Software are not necessarily those of Wiretap or its advertisers, sponsors, affiliated or related entities. We make no representations or warranties regarding any information or opinions displayed on, posted to, or otherwise included on or transmitted through the Software. We do not represent or guarantee the truthfulness, accuracy, or reliability of any third party content or determine whether this content violates the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

Payment

1. All payments are non-refundable except as otherwise expressly provided herein or in the applicable Order or SOW. You agree to pay to Wiretap the fees specified in each Order, including any applicable shipping fees. You will be invoiced promptly following delivery of the Software or prior to the commencement of any renewal period and you shall make all payments due to Wiretap in full, without offset within thirty (30) days from the date of each invoice or such other period (if any) stated in a signed Order. Wiretap reserves the right to charge a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Wiretap by you that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid.

2. You are responsible for all taxes, charges and duties applicable to each transaction, including without limitation any sales, use, value added, customs, excise, and similar taxes and duties imposed by any federal, state, provincial, local or other government entity, excluding taxes based on Wiretap's income. If Wiretap is obligated to collect taxes in any territory where you are using the Software as a result of your use of the Software in such territory, then the appropriate amount will be added to the applicable invoice.

Privacy Information

1. In exchange for your license to use the Software, you consent to our collection, use, and processing of all of your Organization's Microsoft Yammer, Slack, Workplace by Facebook, Microsoft 365, Microsoft Groups, Microsoft Teams, or other enterprise social networks or collaboration tools (collectively referred to as "Collaborative Platforms") data, including but not limited to:

- Collaborative Platform messages and related content made available through the Collaborative Platforms by any Collaborative Platform user on your Organization's network ("Users");
- personally identifiable information regarding Users, to the extent such information is accessible or communicated through the Collaborative Platforms;
- the location and IP address from which Users access the Software and Collaborative Platforms;
- the name of the domain from which Users access the internet;
- the types of devices, browsers and operating systems used by Users to access the Software and Collaborative Platforms;
- the date and time Users access the Software and Collaborative Platforms, and the duration and stop time of such access; and
- any other information about Users' use of the Collaborative Platforms or the Software.

Wiretap uses this data to improve our products and services. Nothing contained herein shall restrict Wiretap's ability to transfer your information to a third party in the event of a Wiretap reorganization, merger, or sale. Wiretap will disclose this data to third party service providers to the extent necessary for provision of services (both current and those not yet in existence). Wiretap also reserves the right to disclose anonymous aggregate information to third parties.

2. You acknowledge, consent and agree that Wiretap may access, preserve and disclose your account information and any content you submit if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with the legal process; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Wiretap, its affiliates, personnel, other users and the public.

Links to Third Party Sites

1. The Software may contain links to third-party materials and other resources, which we may have no direct control over, and all of which may have their own set of rules and guidelines for usage of their sites and services. We have not reviewed the accuracy of the content of any linked third party materials. No endorsement of any such linked third party site is made, either express or implied. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and that we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any such site or resource. Use of such links is at your own risk.

Export Controls

1. To the extent applicable, the Software is subject to United States Export Controls. The Software may not be downloaded or exported (i) into, or to a national or resident of, any other country to which the United States has embargoed goods; or (ii) to anyone to the United States Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or any such list.

Maintenance

1. For the duration of the license granted to you herein, Wiretap shall make new versions and releases of the Software, including Software corrections, enhancements and upgrades, to you if and when Wiretap makes them generally available without charge. Wiretap will also respond, during normal business hours, to communications from your technical team requesting assistance with the operational/technical aspects of the Software as well as other communications regarding Software malfunctions. Wiretap shall have the right to limit such responses if Wiretap reasonably determines that the volume of such non-error related requests for assistance is excessive or overly repetitive in nature.

Confidentiality

1. Each party agrees that, for a period of this Agreement and for three (3) years after termination/expiration of this Agreement hereunder, it shall: (a) use such Confidential Information only for the purpose for which it was provided by the disclosing party ("Purpose"); (b) maintain such Confidential Information in confidence and not disclose such Confidential Information except to its employees, affiliates, contractors, third party service providers, consultants or advisors ("Representatives") who have a need to know such Confidential Information for the Purpose, provided

that (i) such Representatives are bound by written obligations consistent with the provisions of this Section and (ii) the receiving party shall be responsible for any breach by its Representatives; and (c) use the same degree of care that it uses to protect its own confidential information of a similar nature, but not less than reasonable care. "Confidential Information" means any technical, business, marketing, sales, affiliate, customer, licensor or other supplier, financial, pricing, employee or other information disclosed hereunder in any form, which is either (i) marked or identified as confidential at the time of disclosure or (ii) of a nature generally understood to be confidential provided the disclosing party generally treats it as confidential. The parties agree that all Software (including without limitation its design, layout, architecture and code), and all trade secrets included in such Confidential Information, shall be deemed and treated as confidential hereunder in perpetuity.

2. The obligations under Section 20 will not apply with respect to information that the receiving party can demonstrate: (a) was in its possession at the time of receipt of this Agreement, without any obligation of confidentiality with respect thereto; (b) is or becomes generally available to the public through no breach of Section 20 by the receiving party or its Representatives; (c) following receipt of such information under this Agreement, is received from a third party under no duty of confidentiality; or (d) is independently developed by or for the benefit of the receiving party without use of or resort to Confidential Information of the disclosing party. The receiving party may disclose Confidential Information to the extent required to comply with applicable law or any judicial or governmental order or process, provided that the receiving party, to the extent legally permitted, promptly notifies the disclosing party in writing, and in advance, of such required disclosure and reasonably cooperates with the disclosing party, at the disclosing party's expense, in its efforts to limit such disclosure or obtain a protective order or other confidential treatment with respect thereto.

Warranty; Disclaimer; Indemnification; Resolution of Disputes

1. Wiretap warrants that the Software, when run on systems that conform to the System Requirements, will perform substantially as described in the Documentation for a period of ninety (90) days from the delivery date. Should the Software fail to meet such warranty, Wiretap shall use commercially reasonable efforts to correct the malfunction within thirty (30) days from receipt of such written notice of such unless otherwise mutually agreed in writing. THIS SECTION 22 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND WIRETAP'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE SOFTWARE AND/OR THIS AGREEMENT.

2. The warranty set forth in Section 22 does not apply if the Software has been: (a) altered, except by Wiretap; (b) installed, configured, operated, repaired, maintained or used other than in accordance with this Agreement and the Documentation or other Wiretap written instructions; or (c) subjected to abnormal stress or misuse, negligence, or willful damage by the user. Further, this warranty will not apply to non-conformities caused by any software or hardware not provided by Wiretap.

3. Wiretap may provide the Software and the associated goods and services in connection with one or more affiliated companies and third party agents. Any terms and conditions related to the disclaimer of warranties, your obligation to indemnify Wiretap, and your available remedy in the event of any dispute apply equally with respect to these affiliated companies and agents.

4. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 22, WHICH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THE SOFTWARE, PROFESSIONAL SERVICES

AND SOFTWARE SUPPORT AND MAINTENANCE ARE PROVIDED "AS IS". WIRETAP DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OWNERSHIP OR QUIET ENJOYMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WIRETAP SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (I) THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR BE ERROR-FREE, (II) THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR (III) THAT ANY OR ALL DATA PROVIDED THROUGH THE SOFTWARE WILL BE ACCURATE, UP-TO DATE OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ARE RESPONSIBLE FOR THE ACCURACY, INTEGRITY AND LEGALITY OF ALL CUSTOMER DATA, EXAMINING AND CONFIRMING RESULTS PRIOR TO USE AND ADOPTING PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS IN DATA.

5. WIRETAP DOES NOT WARRANT OR GUARANTEE THAT ITS SERVICES WILL PROVIDE ANY DESIRED RESULT, THAT THE SOFTWARE, SERVERS OR EMAILS SENT BY OR ON BEHALF OF WIRETAP ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. FURTHER, WIRETAP DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF ITS SOFTWARE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND WIRETAP, OR BETWEEN YOU AND ANY OTHER USER OF THE SOFTWARE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

6. WIRETAP WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES FROM OR OTHERWISE RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE, OR THE ASSOCIATED SERVICES, EVEN IF WIRETAP HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WIRETAP WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE DEVICE, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF THE SOFTWARE OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THE SOFTWARE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON WIRETAP'S COMPUTERS AND/OR SERVERS. WIRETAP WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU ALLEGE ARISE OUT OF OR ARE RELATED TO YOUR USE OF WIRETAP'S GOODS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WIRETAP, ITS PARENT, SUBSIDIARIES OR AFFILIATES — WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY — ARISING OUT OF OR RELATING TO THE USE OF THE SOFTWARE EXCEED AMOUNT ACTUALLY PAID BY CUSTOMER FOR SOFTWARE LICENSES AND RELATED SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

7. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8. You agree to indemnify, defend and hold harmless Wiretap, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your use of the Software and

the services provided in connection with the Software, or your breach of any provision of this Agreement or any warranty provided hereunder.

General Information

1. This Agreement represents the entire understanding between us regarding your use of the Software, and supersedes all other agreements, express or implied, between us. This Agreement shall not be modified except as provided for herein or except in writing, signed by an authorized representative of Wiretap. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. Wiretap's failure to act with respect to a breach of this Agreement by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.

2. This Agreement is governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law. You hereby agree that any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by binding arbitration in Franklin county Ohio. You hereby consent to the exclusive jurisdiction and venue of the courts of the State of Ohio located in Franklin County or, if appropriate, a United States District Court for the Southern District of Ohio for any other residual claims. In the event of arbitration or litigation arising out of or relating to this contract, or the services provided under this agreement, the prevailing party shall be entitled to recover attorney's fees, and all other related and reasonable expenses incurred in such arbitration or litigation, from the other party.

3. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

4. In the event any term contained herein conflicts with a term in an Order or SOW, the most recent Order or SOW controls.

5. Any rights not expressly granted herein are reserved.

Contact Information

If you have any questions or suggestions regarding these terms and conditions, please contact us at:

hello@wiretap.com