⊒⊃ TRICENT

END-USER LICENSE AGREEMENT

This agreement only applies to Tricent for Google Workspace purchased through Google Cloud Marketplace

This End-User License Agreement (the "**Agreement**") is entered into between Tricent (as defined under Section 11) and the entity agreeing to the terms of this Agreement (the "**Customer**") and governs Customer's access to and use of Tricent's Services. The Agreement, including any schedules attached hereto, is intended to be an integral part of the agreement between Customer and Google. By using Tricent's Services, Customer is accepting and agreeing to be bound by the terms of this Agreement.

1. GENERAL

1.1   <u>Definitions</u>. The capitalized terms used herein shall have the meanings given to them in Section 11 of this Agreement or as otherwise set forth herein.

1.2   <u>Revision</u>. Tricent may amend the terms of this Agreement to reflect changes to Tricent's Services and its business. Tricent will provide Customer with notice by posting such changes through Tricent's Services or Google Cloud Services or by notifying Customer directly by e-mail. Any changes to the terms of this Agreement will become effective thirty days (30) after they are posted or thirty days (30) after Customer has been notified.

1.3   <u>Subscription Term</u>. The Subscription(s) will commence on the date of the earliest of; (i) the date on which the Customer signs up to Tricent's Services through Google Cloud Services; or (ii) the date on which Customer begins using Tricent's Services (collectively the "**Subscription Term**")

1.4   <u>Renewal</u>. The Subscription Term will automatically renew until canceled through Google Cloud Services or terminated in accordance with the terms of this Agreement.

2. USE OF TRICENT'S SERVICES

2.1   <u>Service</u>. Tricent will make its cloud-based data sharing compliance solution (as defined under Schedule 1 - Tricent for Google Workspace) and related support services (as defined under Section 4 - Support) available to Customer in accordance with the terms of this Agreement.

2.2   <u>License</u>. Subject to the terms of this Agreement, Tricent hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license to use and access Tricent's Services during the Subscription Term.

2.3   <u>Use</u>. Tricent's Services may only be used for its intended purpose and in accordance with the terms of this Agreement. Accordingly, Tricent's Services do not permit Customer to; (i) assign or transfer Tricent's Services (ii) sub-license any part of Tricent's Services, (iii) copy or decompile any part of Tricent's Services, (iv) infringe

Tricent's Intellectual Property Rights, (v) use Tricent's Services to store, transmit, or process health information that is subject to United States HIPAA regulations except as permitted by an executed business associate agreement between the Parties, (vi) or use Tricent's Services to violate personal rights, Intellectual Property Rights, or use Tricent's Services in any immoral or illegal way.

2.4   Access. Tricent will provide Customer with access to Tricent's Service by issuing credentials to the End-Users identified by Customer. Customer is responsible for identifying and authenticating all End-Users of Customer through Google Cloud Services, this includes, but not limited to, approving access by such End-Users, for controlling against unauthorized access by End-Users, and for maintaining the confidentiality of usernames, passwords and account information. Accordingly, Tricent is not responsible for any harm caused by End-Users or individuals who were not authorized to have access to Tricent's Services or any Google Cloud Services.

2.5   Update. Tricent may make available and/or implement future updates to Tricent's Services. Any updates will be subject to the existing and newest version of the terms of this Agreement.

2.6   Monitoring. Tricent may collect logs and data regarding the performance and Customer's use of Tricent's Services.

2.7   User-Information. Tricent has created an online support area to enhance the experience with Tricent's Services. The area sets out guidance for using Tricent's Services and the technical aspect of Tricent's Services and may be found at: support.tricent.com. Tricent is constantly developing new technologies and features to improve Tricent's Services. Tricent may therefore regularly update the area's content to reflect its services.

3. PAYMENT

3.1   Payment. The Fees for the Subscription to use Tricent's Services shall be payable and invoiced through Google Cloud Services in accordance with Google Terms and this Agreement.

3.2   Taxes. Any Fees are with the addition of any applicable national, federal, state, or local VAT, sales or use taxes, duties, fees, levies.

3.3   Interest. For any overdue payments, Tricent will be entitled to an interest equal to the highest of 2.0 % per month or the prime rate published in the Wall Street Journal on the full outstanding and uncollected amount. In addition, Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Tricent in collecting the outstanding amount and interest.

3.4   Fee Adjustment. Tricent may, at Tricent's sole discretion, adjust the Subscription Fees for accessing Tricent's Services. Customer will be given thirty (30) days' notice in accordance Section 1.2. Any changes to the Fees payable for the Subscription, will come into effect at the beginning of the next Subscription Term.

4. SUPPORT

4.1   Support. Tricent or its affiliates will provide the level of support as set forth under the Support Portal. In the event the Customer wish report any bugs or defects or errors or request support, it must be done by submitting a request through the Support Portal.

5. PRIVACY

5.1   Data Privacy. Each Party shall comply with the data protection laws and data privacy laws which applies to the respective Party. Tricent may collect information for the purpose of providing Tricent's Services. Tricent has created a privacy policy. The privacy policy is meant to help the Customer understand what information is being collected, why Tricent is collecting it, and how Customer may export, and delete its information. The privacy policy may be found at: tricent.com/legal/privacy-policy.

5.2   EU Data Processing. If personal data is being processed by using Tricent's Services under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the Parties agree that Tricent is a Data Processor and Customer is a Data Controller, and any process of data shall be in accordance with Tricent's data processing agreement found at: tricent.com/legal/data-processing-agreement.

6. CONFIDENTIALITY

6.1   Confidential. Tricent and Customer shall during the term of this Agreement and up to three (3) years after termination of this Agreement not:

(i)   disclose to any person, any Confidential Information concerning the business, affairs, customers, clients, or suppliers of the other Party, except with the other Party's prior written consent or except as permitted hereunder;

(ii)   use the other Party's Confidential Information for any purpose other than in relation to using or providing Tricent's Services.

6.2   Permitted Disclosure. The foregoing confidentiality obligation set forth under Section 6.1, shall not apply to: (i) information that is lawfully known at the time of disclosure; (ii) already public knowledge or becomes so at a future date (not as a result of a breach); (iii) may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority; (iv) to the disclosing Party's employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement (provided that each Party shall procure the compliance of its employees, officers, representatives, or advisers, with all the confidentiality obligations herein); (v) information the disclosing Party deems necessary to defend itself in a suit in a court of law, or; (vi) as required to secure its rights under this Agreement.

6.3   Return of Confidential Information. Each Party may request after the termination or expiration this Agreement, that the Confidential Information disclosed during the

term of this Agreement be returned or destroy/erase, except that each Party shall be entitled to retain, for its records; (i) one copy of Confidential Information for archival purpose to assure compliance or any applicable governmental requirements or to resolve any disputes arising from this Agreement; and (ii) Confidential Information made as a matter of routine information technology backup, provided, any Confidential Information or copies thereof retained shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth under this Agreement until erased or returned.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Customer's Data. Customer retains all right, title, and interest (including any Intellectual Property Rights) in and to Customer's Data. Customer hereby grants to Tricent a non-exclusive, worldwide, non-revocable, royalty-free right to collect, use, modify and process Customer's Data solely for the purpose of; (i) providing Tricent's Services, and (ii) to generate anonymous data to improve Tricent's Services.

7.2 Intellectual Property Rights. Tricent and Customer each retain all rights to their respective Intellectual Property Rights, and Tricent's Services shall remain the exclusive property of Tricent, including all Intellectual Property Rights deriving from, or related to, improvement of Tricent's Services, any new features created or developed in connection with this Agreement or Customer's use of Tricent's Services or related services in whatever nature.

8. WARRANTY AND LIMITATION OF LIABILITY

8.1   Disclaimer. Tricent does not warrant that Tricent's Services will be uninterrupted or error-free, nor does Tricent make any warranty as to the results that may be obtained from use of Tricent's Services. Tricent's Services are provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE", and Tricent disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Customer acknowledges that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. Accordingly, Tricent does not guarantee that the use of Tricent's Services will be uninterrupted, timely secure or error-free or virus free or that content loss will not occur nor does Tricent guarantee any connection or transmission from Tricent's Services.

8.2   Limitation of Liability. In no event will Tricent, its parent, subsidiary, and other affiliated companies ("**Tricent Group**") be liable for any consequential, indirect, exemplary, special or incidental damages, [INCLUDING ANY LOST DATA AND LOST PROFITS], arising from or relating to this Agreement. Tricent Group's total cumulative liability in connection with this Agreement and Tricent's Services, whether in contract, tort, negligence or otherwise, will not exceed the amount of Fees paid by Customer during the twelve (12) months immediately preceding such claim, except for liability for claims arising out of Tricent Group's willful misconduct, gross negligence, or liabilities that cannot be limited by law. Customer acknowledges that the Fees for the Subscription under this Agreement reflect the allocation of risk set forth in this Agreement and that Tricent would not enter into this Agreement without these limitations on its liability.

9. TERMINATION

9.1   Conveniences. Either Party may terminate the Agreement at any time for convenience upon thirty (30) days' prior written notice or cancel any or all Subscription(s) in accordance with Google Terms concerning cancellation of Subscriptions.

9.2   Termination for Breach. Each Party may terminate this Agreement (including any Subscription(s)) immediately, including any outstanding order, if, : (i) a Party fails to cure any material breach (including a failure to pay undisputed fees) within thirty (30) calendar days after written notice detailing the breach; (ii) a Party ceases operation without a successor; (iii) a Party seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding.

9.3   Tricent's Right of Termination. Notwithstanding Section 9.2, Tricent may terminate this Agreement immediately by providing written notice to Customer, if, (i) Customer is in violation of any Google Terms; (ii) Customer's access to Google Cloud Services is suspended or terminated by Google; (iii) Customer's continued use of Tricent's Services would violate any applicable law(s); (iv) Customer has violated or

caused Tricent to violate any Export Control Laws.

9.4 Suspension. Tricent may suspend Customer's access to Tricent's Services upon one (1) day notice for failure to pay any Fees or any violation of the terms of this Agreement.

9.5 Effect of Termination / Cancellation. In the event this Agreement is terminated or any or all Subscriptions is canceled in accordance with Section 9.1, such termination or cancellation shall come into effect after the expiration of all Subscription Terms, and Customer shall not be entitled to any refund of any Fees for the Subscriptions.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement, including any schedules and references to other documents, constitutes the entire agreement between the Parties and supersedes all prior agreements and understanding, whether written or oral, relating to the subject matter of this Agreement**.**

10.2 Authority. The Customer represents and warrants that the representative of the Customer who is ordering and signing Customer up to Tricent's Services has the authority to bind the Customer to the terms of this Agreement.

10.3 Independent Contractors. The relationship of the Parties hereunder is of independent contractors. Nothing in this Agreement will constitute a partnership, joint venture, or similar relationship. Further, neither Party will be deemed to be an agent of the other Party and have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party.

10.4 Severability. Any provisions of this Agreement found by a court with competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect, provided that any such modification is consistent with the purposes and objectives of this Agreement and does not impose upon either Party any obligation that is greater or less than the obligation that would have been imposed by the invalidated or modified provisions.

10.5 Survivability. Any provision of this Agreement which by its express terms or by its nature is intended to survive the expiration or termination of this Agreement shall survive any such expiration or termination of this Agreement, including Section 2 (Use of Tricent's Services), Section 6 (Confidentiality), Section 7 (Intellectual Property Rights), Section 8 (Warranty and Liability and Warranties), Section 9 Termination), and Section 10 (Miscellaneous).

10.6 No Assignment. Customer may not assign its right or obligations under this Agreement without prior written consent of Tricent. Any such assignment in the contravention of the foregoing is hereby declared null and void and will constitute a material breach.

10.7 Headings. The heading of sections used under this Agreement are for convenience

of reference only and do not affect or alter the construction or interpretation.

10.8   Notice. All notices pertaining to this Agreement must be in writing and delivered to the contact information provided by each Party. The notice may either by; (a) by registered or certified mail; (b) by email addressed to the authorized representative.

10.9   Third-Party Beneficiary Rights. No provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, employee, affiliate, stockholder, partner, or any party hereto or any other person unless specifically provided otherwise herein.

10.10 Force Majeure. Tricent will not be in default or liable under this Agreement, and will be excused from performing its obligations, to the extent its performance is prevented, restricted, delayed, or interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event(s)" includes but limited to; (a) act of war, act of terrorism, organized crime or other crime or terror or war-related activities; (b) hurricane, fire, flood, pandemics, earthquake, or other natural disasters; (c) pandemics restrictions, governmental restrictions, explosion, or other governmental restrictions; (d) labor disputes, strikes, riots, or other civil unrest; (e) internet disruption, communications or power failure, ransomware attack, cyberespionage, hacking; or (f) other acts of God, all of which are beyond the Parties' reasonable control. Notwithstanding anything in this Agreement to the contrary, if a Force Majeure Event lasts for more than 30 days, either Party may terminate this Agreement effective upon written notice to the other Party, and no Party shall be responsible or liable to the other Party for such termination.

10.11 Governing Law and Arbitration. All matters arising out of or relating to this Agreement and Tricent's Services shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provisions. Any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement or any breach, termination or validity thereof shall be finally settled by arbitration. The arbitration shall be administrated by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, which are available here: https://www.jamsadr.com/rules-streamlined-arbitration/. The place of arbitration shall be New York City, NY, USA. The arbitration award shall be in writing and shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets.

11. DEFINITIONS

11.1 Definitions.

"**Confidential Information**" means code, inventions, know-how, product plans, and technical, commercial, and financial information exchanged under this Agreement, which is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

"**Customer's Data**" means any data or content collected from Customer or End-Users by Tricent's Services on behalf of Customer and any data or content that Customer provides to Tricent.

"**End-User(s)**" means the individuals or affiliates of Customer who are permitted by Customer to use Tricent's Services.

"**Export Control Laws**" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"**Google**" means the meaning given at https://cloud.google.com/terms/google-entity in accordance with Google Terms.

"**Google Cloud Services**" means any Google product the Customer is using as defined in accordance with Google Terms.

"**Google Terms**" means any applicable agreement executed by Customer and Google, or any applicable terms provided by Google to Customer, as amended, including but not limited to, Google Cloud Marketplace Terms of Service, as amended, Google Cloud Platform Terms, as amended, GCP Agreement, as amended, or any other terms applicable hereto, as amended.

"**Intellectual Property Rights**" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

"**Party or Parties**" means either Customer or Tricent, or collectively Customer and Tricent together.

"**Support Portal**" means the support portal made available by Tricent, at support.tricent.com.

"**Subscription(s)**" means a subscription(s) to use and access Tricent's Services for a 12-month period or as identified on the applicable order issued by Tricent or Google.

"**Fee(s)**" means, collectively, all fees due and payable from Customer to Tricent for the Subscription to use and access Tricent's Services.

"**Tricent**" means Tricent Security Group US, Inc., a Delaware corporation.

"**Tricent's Service**" means Tricent for Google Workspace as defined in Schedule 1, support services as defined under Section 4, and any other services provided by Tricent

SCHEDULE 1
(Tricent for Google Workspace)

INTRODUCTION

Tricent for Google Workspace is a cloud-based data-sharing compliance solution that allows its users to view and act on files that a user has shared as set forth under this Schedule ("**Tricent for Google Workspace**").

SYSTEM FEATURES

Tricent for Google Workspace consists of 5 system features/functions:

1. Authentication layer

The user or admin who wishes to access Tricent for Google Workspace will be authenticated via SSO (Single Sign-On) via the Oauth2 protocol granting the solutions access and data permissions in Tricent for Google Workspace based on their existing access to Google Cloud Services

2. User Interaction layer
Once a user is authenticated via SSO in Tricent for Google Workspace, the user will be presented with a web frontend. The web frontend allows the user to view and manage the files that have been shared by the user.

Admins will have access to manage settings and files domain-wide as well as see actions taken by users and/or the automated scheduler (see below).

3. Automated scheduler
Tricent for Google Workspace contains a scheduler. The scheduler is used to notify users when the user is required to review their file sharing. The scheduler is also able to act on users' file sharings, and may be used to clean such files up, if the user has not acted within a predefined configurable time limit.

4. Email layer
Tricent for Google Workspace uses emails as its primary communication format for sending out file-sharing review call-to-action messages. The emails are routed via an external email service provider (ESP).

Such emails are tracked in the ESP's backend to ensure debugging traceability and audit trails are always available no matter what the reason is. The call-to-action emails contain no sensitive information and all links that lead back to the application are authenticated to

ensure proper authorizations and identifications are in place when accessing the company's data.

5. Logging backend

Tricent for Google Workspace performs the main part of its features via upstream calls to Google's APIs. All user and admin access and API actions are logged in the data backend and kept for the duration of the service.

6. Data Access

Tricent for Google Workspace processes user and authentication data from the Customer's Google Cloud Services or Google's or API backends as part of its service delivery.

The data involved in this process are retrieved over an encrypted HTTPS connection to Google's API backends. Such data is:

1. User email address
2. User full name
3. Drive filename
4. Drive file share data permission list
5. Shared or Team Drive names
6. Teams Channel names
7. Domain names
8. Sharing message
9. Document ID

User accounts will have access to their own Drive data for which they are designated as content manager/owner.

Admin accounts will have access to domain-wide settings and configuration data in order to perform their administrative duties.