

LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR ATTACK SIMULATOR BY DEVYZION INC

This License and Services Agreement for Attack Simulator ("Agreement") is a legal agreement between Devyzion Inc and You, for the use of the Attack Simulator software and platform and the initialization of the services. Attack Simulator Security Awareness Training contains computer programs, methods and other proprietary material and information. An employee or other agent, including a reseller or contractor which installs or registers Attack Simulator Product and Services, of this entity, must be a representative of the entity and must accept this Agreement on behalf of the entity before the Attack Simulator Services may be used. Please print this Agreement and save a copy electronically.

By proceeding with the installation, downloading, or use of the Service or authorizing any other person to do so, you agree with this License Agreement.

1. PRODUCT REGISTRATION.

Registration requires a valid Attack Simulator Account that includes a valid email address for receiving emails, Updates, Upgrades, other notices and a valid product license. The Attack Simulator Account is mandatory for the use of the Service, as stated in the Product Documentation.

The information given (name, email address, password), during initial setup, if collected, will be used as an account name under which You may elect to receive services and/or under which You may use certain features of the Attack Simulator Service. You may change and Attack Simulator strongly recommends you, the password at any time after installation of the Product.

2. LICENSE.

Upon Attack Simulator's acceptance of your order and in consideration of the payment of the fee by you and receipt of the corresponding payment by Devyzion Inc, we grant you the limited, non-exclusive, non-transferable right to use Attack Simulator Service that you ordered solely for your internal business operations and subject to the terms of this agreement, including the order and the product documentation.

The Software is being licensed to you and not sold. Additional restrictions on use of the Software shall be specified in the applicable order, and these license terms shall be approved before to use the Service. This agreement only gives You some rights to use the Attack Simulator Services. Customer may use the Software solely to train no more than the number of Customer's employees specified in the Order.

Access will be provided only to employees of Customer and independent contractors acting as authorized agents of Customer accessing the Software from the domains listed in the Order. You may not remove any proprietary notices or labels on the Attack Simulator Products and Services and You may not disclose results of any program benchmark tests without Devyzion's prior written consent. You must obtain all necessary rights and permissions from your Users to use the Attack Simulator Service.

If Customer does not agree to these license terms, Customer should not access the Attack Simulator Software & Service.

3. CUSTOMER OBLIGATIONS.

3.1. Customer acknowledges that will comply with its use of the Software, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identify theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.

3.2. "Customer Content" shall mean any information and material provided by Customer or its agents, regardless of form, including (without limitation) Customer trademarks, trade names, logos and designs, e-mail addresses of Customer personnel, and images, graphics, and text, only in connection with the use of the Software. Customer shall be solely responsible for the accuracy of all Customer Content and for obtaining all required rights and licenses to use and display all Customer Content only related to the Customer's use of the Software. When accessing and using the Software, Customer and its employees and agents shall not include Customer Content that is obscene, offensive, inappropriate, or that violates any applicable law or regulation, contract, or privacy or other third party right, or that otherwise exposes Attack Simulator or its Reseller/Resellers to civil or criminal liability. Customer acknowledges that the Software is designed to assist Customer in training end users and can include developing customized fake attacks campaigns for purposes of employee training, but that Customer shall be solely responsible for the compliance with all laws and governmental regulations, and any results relating to its use of the Software (including any reports or information produced).

3.3 Customer shall keep the credentials (e.g. usernames and passwords) provided by Attack Simulator and/or chosen by Customer for the use of the Software confidential and not disclose any such credentials to any third party. In addition, Customer shall notify Devyzion Inc. immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed. Devyzion Inc. is not responsible for (i) Customer's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

3.4. Term and Termination. This License Agreement shall remain in effect during the term specified in the Contract and platform usage fee and for any renewal term as to which the Customer pays the then current renewal subscription fee. In the event of a material breach of this License Agreement by Customer, Attack Simulator may immediately terminate this License Agreement and the License to use all Software by written notice to Customer. For any other breach of this License Agreement, Devyzion Inc. will provide Customer with fifteen (15) days written notice of such breach and in the case the Customer does not remediate it within the fifteen (15) day notice period, Devyzion Inc. may immediately terminate this License Agreement and the rights of use of its platform and Service. Upon any termination, Customer's right to use and access the Software shall be terminated.

4. CONFIDENTIALITY.

4.1. Customer acknowledges that the Software, method, the platform content and related documentation, and other confidential information that may be provided by Devyzion Inc. or its authorized representative Reseller (collectively "Confidential Information") is confidential information of Devyzion Inc. Customer agrees not to disclose the Confidential Information to third parties or use the Confidential Information in any other way than according to these License rights under this Agreement. Customer will use at least the same security measures as Customer uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the Confidential Information. Confidential Information shall not include information: (i) already in Customer's possession at the time of disclosure, (ii) that is or later becomes part of the public domain, or (iii) is required to be disclosed by law or court order provided that Customer shall notify Devyzion Inc. prior to such required disclosure.

4.2. Customer agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause Devyzion Inc. irreparable harm and Devyzion Inc. may obtain injunctive relief as well as seek all other remedies available by law and in equity in the event of breach or threatened breach of such provisions.

4.3. Customer acknowledges that Devyzion Inc. may aggregate data from Customer for analysis and reporting, if none of the individual data is able to be identified as received from Customer or any of its employees or independent contractors.

5. WARRANTY

5.1. Devyzion Inc. warrants that the Software will substantially respect the documentation for the Software for a period of ninety (90) days beginning the date Customer is granted initial access to the Software. Customer's sole remedy and Devyzion Inc.'s sole obligation in the event of breach of warranty is the correction of the substantial nonconformity or a refund of the license fee. The above warranty does not apply if (i) claims result from acts or omissions caused by persons other than Devyzion Inc. or from

products, material, or software not provided by it, or (ii) claims are not reported within the warranty period or are not properly documented by the Customer.

5.2. Devyzion Inc. disclaims all other warranties, representations and conditions related to the access to its product, platform and services, expressed or implied, including any implied warranties of merchantability, fitness for purpose, non-infringement, titles, accuracy with respect of its documentation and other warranties arising from course of trade.

6. LIMITATION OF LIABILITY.

In no event Devyzion Inc. or any of its licensors will be liable to Customer or any third party for any indirect, special, incidental or consequential damages including but not limited to: loss of advantage, profits, business interruptions, loss of data, even if Devyzion Inc. has been advised of the possibility of such damages. Devyzion Inc.'s liability related to this agreement shall no exceed the amount of the initial license fee received by Devyzion Inc. for the License giving rise to such liability.

7. MISCELLANEOUS.

Customer acknowledges that the Software is subject to the laws and export regulations of the United States, and Customer agrees to comply with all such laws and regulations. This Agreement may not be assigned or transferred by the Customer without prior obtaining the written consent of Devyzion Inc. This Agreement may not be modified or amended. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each provision. This Agreement shall be governed by the internal, substantive laws of the State of Delaware without regard to its conflicts of law provisions. All disputes arising from or relating to this Agreement shall be resolved exclusively in the state or federal courts located in the State of Delaware.

ATTACK SIMULATOR

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